



Richland County Council

Regular Session October 04, 2016 - 6:00 PM Council Chambers

Call to Order

- 1 The Honorable Torrey Rush

Invocation

- 2 The Honorable Joyce Dickerson

Pledge of Allegiance

- 3 The Honorable Joyce Dickerson

Presentation of Proclamation

- 4 a. Proclamation Recognizing the month of October 2016 as Cybersecurity Awareness Month [DICKERSON]

Approval of Minutes

- 5 May 17, 2016 - {Deferred at June 7, 2016 Council Meeting} [PAGE 9]
- 7 Regular Session: September 20, 2016 [PAGES 10-23]
- 6 Special Called Meeting: September 27, 2016 [PAGES 24-25]
- 8 Zoning Public Hearing: September 27, 2016 [PAGES 26-28]

Adoption of Agenda

- 9



Richland County Council

Report of the Attorney for Executive Session Items

- 10** a. SC Public Interest Foundation Attorney's Fees

Citizen's Input

- 11** For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

12

Report of the Clerk of Council

- 13** a. Columbia Urban League Dinner Sponsorship Request
- b. Council Retreat Location Update
1. Clemson University (Madren Center Conference Center & Inn
 2. Newberry Firehouse Conference Center
 3. Clemson Extension
 4. Embassy Suites - Charleston, SC
- c. Regional Economic Development Forum, October 13, 2:00 - 6:00 p.m.,
Lexington Municipal Complex

Report of the Chair

14

Open/Close Public Hearings

- 15** a. An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be knoww as the "Upper Rockyford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, whihc shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto
- b. An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the "Cary Lake Special Tax District";



Richland County Council

to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

c. An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the "Beaver Dam Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

d. An Ordinance to establish and create a special tax district within Richland County, South Carolina, to be known as the "Rocky Ford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

e. An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in Carolina Pines Industrial Park; and other matters related hereto

Approval of Consent Items

- 16** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Cary Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING] [PAGES 29-42]
- 17** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Upper Rockyford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING] [PAGES 43-56]



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- 18** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Rocky Ford Lake Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING] [PAGES 57-70]
- 19** To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the "Beaver Dam Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [THIRD READING] [PAGES 71-84]
- 20** 16-023MA
Debbie Nix
RS-MD to OI (3.17 Acres)
806 Universal Drive
19106-06-01 [SECOND READING] [PAGES 85-86]
- 21** 16-024MA
Mark Taylor
RU to GC (14 Acres)
219 Rabon Road
19903-06-01 [SECOND READING] [PAGES 87-88]
- 22** 16-025MA
Ashley Chason
RU to GC (1.2 Acres)
1640 Dutch Fork Rd.
02412-01-04 [SECOND READING] [PAGES 89-90]
- 23** 16-026MA
David Tuttle
M-1/RS-LD to PDD (33.88 Acres)
Roseberry Lane
22807-01-04 [SECOND READING] [PAGES 91-93]
- 24** An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to permit duets as a land use type [SECOND



Richland County Council

READING] [PAGES 94-97]

- 25 Future Management of the Pinewood Lake Property [PAGES 98-135]
- 26 Solid Waste & Recycling Department: Solid Waste Curbside Collection and Transportation Contracts for Service Areas 3 & 6 [PAGES 136-205]

Third Reading Items

- 27 An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2016, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2016, through June 30, 2017 [PAGES 206-216]
- 29 To Approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance [PAGES 217-234]
- 30 An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto [PAGES 235-238]

Second Reading Items

- 31 An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Thirty Eight Thousand Seven Hundred Forty Dollars (\$38,740) to increase funding to the Board of Voter Registration & Elections Department to cover the costs of legal bill(s) [PAGES 239-241]

Report of Administration & Finance Committee

- 32 Sheriff Department: Officer Safety Equipment and Service Agreement – Body Worn Cameras [PAGES 242-250]
- 33 Sheriff Department: E-Ticket Equipment and Purchasing [PAGES 251-253]

Economic Development Committee



Richland County Council

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to Haven Campus Communities - Columbia, LLC, and other related matters [FIRST READING] [PAGES 254-271]

Report of Rules & Appointments Committee

Notification of Vacancies

- 34**
- a. Accommodations Tax - 3 (One applicant must have a background in the Cultural Industry; other 2 applicants must have a background in the Lodging Industry)
 - b. Community Relations Council - 3 (Applicants will have fund raising responsibilities)
 - c. Hospitality Tax - 3 (Two applicants must be from the Restaurant Industry; other position is at-large seat)
 - d. Internal Audit Committee - 1 (Applicant must be a CPA)
 - e. Business Service Center Appeals Board - 2 (Applicants must be in Business Industry)
 - f. Board of Assessment Appeals - 1
 - g. Planning Commission - 1
 - h. Central Midlands Regional Transit Authority Board (CMRTA) - 1
 - i. Central Midlands Council of Governments (CMCOG) - 1
 - j. Building Codes Board of Appeal - 1 (Applicant must be from the Architecture Industry)
 - k. Riverbanks Park Commission - 1
 - l. Airport Commission - 2 (One applicant must reside within one mile of the airport)



Richland County Council

m. Employee Grievance Committee - 1 (Applicant must be a Richland County employee)

n. Richland Memorial Hospital Board of Trustees - 3

Report of Ordinance Review Ad Hoc Committee

- 35** An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)” from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements [FIRST READING] [PAGES 272-280]

Report of the Decker Ad Hoc Committee

- a. An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS #16911-03-09 [FIRST READING] [PAGES 281-285]

Citizen's Input

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

Executive Session

Motion Period

- a. Move that County Administration and County Legal staff develop an Ordinance for Council consideration that prohibits the payment of legal fees and/or financial judgements created by any department and/or agency that does not directly report administratively to Richland County government (e.g., Voter Registration & Elections, Recreation) [PEARCE]

Adjournment



Richland County Council



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

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

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

FOR	AGAINST
Rush	Rose
Livingston	Malinowski
Manning	Dixon
Jackson	
Pearce	
Dickerson	

The motion for approval failed.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MEETING

September 20, 2016
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

INVOCATION

The Invocation was led by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

APPROVAL OF MINUTES

Special Called: September 13, 2016 – Mr. Pearce moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

Ms. McLean stated the following items were potential Executive Session Items:

- a. **Employee Grievance**
- b. **An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in Carolina Pines Industrial Park; and other matters related hereto**
- c. **Personnel Matter**
- d. **Right-of-Way Acquisition: Clemson Road and North Springs Intersection Improvement**



Committee Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Norman Jackson
Damon Jeter
Paul Livingston
Bill Malinowski
Jim Manning
Dalhi Myers
Seth Rose

Others Present:

Gerald Seals
Kimberly Roberts
Daniel Driggers
Kevin Bronson
Beverly Harris
Warren Harley
Roxanne Ancheta
Michelle Onley
Tracy Hegler
Jeff Ruble
Quinton Epps
Geo Price
Brandon Madden
Dale Welch
Larry Smith
Rob Perry
Janet Claggett
Brad Farrar

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

Mr. Ned Pendarvis spoke against Item #20 – “Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities – Columbia, LLC, and other related matters”

REPORT OF THE COUNTY ADMINISTRATOR

- a. Election Commission Members' Legal Bill(s) Update – Mr. Seals gave a brief PowerPoint presentation regarding the Election Commission Members' legal bills.

OVERVIEW OF ISSUE

1. Role of County in Solving Administrative and Fiscal Issues in Non-County Entities

- County Council has no supervisory authority over the Elections Office or the execution of its annual budget
- The Elections Director does not have unilateral authority to hire outside legal counsel
- This whole issue could have been averted if the Elections Director operated within the confines of his authority

2. Role of the Legislative Delegation

- The Legislative Delegation only recommends the County Board of Elections and Voter Registration Commissioners to the Governor for appointment pursuant to SC Code of Law; Section 7-5-10(A)(1)
- Neither the Legislative Delegation nor Richland County Council has supervisory authority over the Elections Office or the execution of its annual budget. Supervision of the County Board of Elections and Voter Registration is provided by the Executive director of State Election Commission per the SC Code of Law; Section 7-3-20

3. Role of the County Board of Elections and Voter Registration (Board)

- The Board does not have any fiscal authority. Pursuant to SC Code of Law; Section 7-5-10(B)(6) the board must hire a director. The director is responsible for hiring and managing the staff. All staff positions are subject to the County's personnel system policies and procedures, except that the director serves at the pleasure of the board.
- The decision to employ outside legal counsel rests with the Attorney General, according to Section 1-7-50: Defense of actions against public officers and employees.

STAFF RECOMMENDATIONS

1. Do not raid the locally funded operating budget of the Elections Office

- Amend the budget in the amount of \$38,740 to pay the Election’s legal bill which would be a one-time action that requires Council to suspend its policies.

2. Establish internal budgetary management controls for the Elections Office

- The Elections Office and the Office of Voter Registration are organizational units unto themselves; therefore, staff recommends establishing an operational budget for the Office of Voter Registration and budget for Elections
- Council may want to consider identifying two Councilmembers to monitor any budgetary deviations

3. Send letter from County Council to State Senator John Scott, Chair of the Richland County Legislative Delegation

- Letter will provide direction on what their body needs to do regarding this issue and detail the rationale for the Council’s actions and the Administrator’s recommendation.

4. Send letter from County Council to Election Commission Chair Adell Adams

- Letter will inform Ms. Adams of the rationale for Council’s actions and the Administrator’s recommendation, stating Council has authorized the additional funds as a one-time budget amendment only.

5. Council may want to request confirmation from the Board that all of their members received the required training and completed the certification program pursuant to SC Code of Laws Section 7-5-10(D) which is conducted by the State Election Commission

6. Election Directors should not be hired without having the appropriate licenses and/or certifications

- A serious profile of an Election Director should be developed. From that profile a position description should be developed and utilized when filling this position

“COUNCIL ACTION NEEDED”

To move forward with staff recommendations, Council is requested to approve the following motion:

“Move for the first reading approval of a budget amendment in the amount of \$38,740 to pay the Elections legal bill and authorize staff to take the actions presented in the County Administrator’s recommendations regarding this issue”

APPROVAL OF THE MOTION WILL AUTHORIZE THE FOLLOWING ACTIONS

- Draws down funds from fund balance in the amount of \$38,740
- Budgets the abovementioned funds into the Board of Elections and Voter Registration's account to pay their legal bill
- Directs staff to establish budget control measures to ensure adequate funding is available for all elections by creating two Election budgets: an operational budget for the Office of Voter Registration and a budget for Elections
- Directs staff to send formal written correspondence to the members of the County's State Legislative Delegation and the Chairperson of the Election Commission Board, informing both bodies of the rationale of Council's actions and Administrator's recommendations

Mr. Rush inquired how the Elections Office has been allowed to overspend their budget consistently.

Mr. Seals stated the passage of budget amendments by Council to fix the problem has not fixed the problem, but in actuality allowed the trend of overspending to continue.

Mr. Livingston requested the Elections Office budget request and allocation each year be reviewed.

POINT OF PERSONAL PRIVILEGE – Ms. Myers recognized Mr. Harris, constituent of District 10, was in the audience.

Ms. Myers inquired if the Elections Office budget is within the formula.

Mr. Seals stated he believes their budget is within the formula and it is the Elections Office responsibility to operate within their budget.

Ms. Myers requested an explanation for why there is still a ballooning of expenses in non-election years.

Mr. Pearce moved, seconded by Mr. Livingston, to approve for first reading a budget amendment in the amount of \$38,740 to pay the Elections legal bill and authorize staff to take the actions presented in the County Administrator's recommendations regarding this issue.

Mr. Malinowski stated Richland County has no responsibility for these bills; therefore, this discussion should be taking place with the State Legislature to recoup the funds from the State. Also, he suggested pursuing action against the attorney retained by the Election Commission for not removing the Commission members from the lawsuit.

Ms. Dickerson inquired if the County would become a party to this lawsuit if they pay the legal fees.

Mr. Smith reiterated the County is not a party to the lawsuit.

Mr. Rush inquired if staff researched the budgets of other counties Elections Offices.

Mr. Seals stated they did not research other budgets.

Mr. Rush and Ms. Myers inquired about the Council's authority regarding the oversight component of the Administrator's recommendation.

Mr. Seals stated the oversight authority would be a part of the overall budget process.

Mr. Rush expressed his concern over the precedent this action will be setting.

Mr. Smith gave a brief overview of the lawsuit, the findings, and the subsequent actions of the court.

Mr. Pearce amending his original motion as follows: to investigate opportunities to be reimbursed for the payment of the legal bills.

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

The vote was in favor.

REPORT OF THE CLERK OF COUNCIL

- a. Community Development Bus Tour, September 23rd, 9:00 a.m. – 1:00 p.m., Council Chambers** – Ms. Onley reminded Council of the Community Development Bus Tour that will be showcasing the projects completed utilizing CDBG funds. The tour is scheduled for September 23rd at 9:00 a.m. Those attending are requested to meet in Council Chambers.
- b. Broad River Road Branding and Logo Unveiling, September 26th, 6:30 p.m., St. Andrews Park** – Ms. Onley reminded Council of the upcoming Broad River Road Branding and Logo Unveiling.
- c. 2017 Council Retreat Location Recommendations** – Ms. Onley requested Council members submit their Council Retreat location recommendations to the Clerk's Office by Wednesday, September 28th.
- d. Councilwoman Dixon Appreciation** – Ms. Dixon expressed her appreciation for the flowers sent by County Council

POINT OF PERSONAL PRIVILEGE – Mr. Pearce wished Mr. Rob Perry a happy 40th birthday.

REPORT OF THE CHAIR

- a. Personnel Matter** – This item was taken up in Executive Session.

- b. 2016-2017 Strategic Plan Statement – No action was taken.

OPEN/CLOSE PUBLIC HEARINGS

- An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the “Company”); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto – No one signed up to speak.
- To approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- 16-21Mam Carolyn B. Narr, GC to RM-HD (.218 Acres), 6840 Satchel Ford Rd., 14209-03-44 [THIRD READING]
- To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Cary Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING]
- To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Upper Rockyford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING]
- To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Rocky Ford Lake Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [SECOND READING]
- To Establish and Create a Special Tax District within Richland County, South Carolina, to be known as the “Beaver Dam Special Tax District”; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the special tax district; to establish a commission

for the tax district and provide the terms therefore; and all other matters related thereto
[SECOND READING]

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

SECOND READING

An Ordinance Authorizing the execution and delivery of a fee in lieu of tax agreement by and between Richland County and China Jushi USA Corporation (Project Giant) (the "Company"); the execution and delivery of an infrastructure finance agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

To approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto – Mr. Malinowski moved, seconded by Ms. Dickerson, to defer this item until after Executive Session. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Haven Campus Communities – Columbia, LLLC, and other related matters – Mr. Livingston stated the committee recommended deferral of this item until the October 7th Council meeting.

Mr. Pearce inquired if the item was properly before Council since the item is contingent upon the action of Council at the May 17th Council meeting being rescinded.

Mr. Livingston stated it was not properly before Council at this time. No further action was needed.

A Resolution Approving the 2016 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Business Service Center Appeals Board – 3 (Two applicants must have a background in business; other applicant must be a CPA)** – Mr. Malinowski stated the committee recommended re-appointing Mr. Robert Leichtle. The vote in favor was unanimous

- b. **Community Relations Council – 3** – Mr. Malinowski stated the committee recommended appointing Ms. Brenda Peterson. The vote in favor was unanimous.

II. ITEMS FOR ACTION FROM RULES AND APPOINTMENTS

- a. **Based on Richland County guideline and grievance procedure move that after all grievance committee hearings are held within the required timeline that the Administrator update and notify Council at the next available Council meeting. This also includes any notices of lawsuits or legal matters. Note: Recently Council was notified of a ruling more than one year later. If there is a timeline for the employee, the chair of the grievance committee and the committee then there must be a timeline to notify Council [JACKSON and MALINOWSKI]** – This item was held in committee until the first meeting in 2017 to allow staff to review and respond to the proposed language.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **Supplemental Intergovernmental Agreement: Farrow Road and Pisgah Church Road Intersection Improvement** – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Right-of-Way acquisition: Clemson Road and North Springs Intersection Improvement** – This item was taken up in Executive Session.
- c. Utility undergrounding estimate: Atlas Road Widening** – Mr. Livingston stated the committee recommended not moving forward with undergrounding of utilities on this project.

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

The vote in favor was unanimous.

- d. Utility undergrounding estimate: Clemson Road Widening** – Mr. Livingston stated the committee recommended not moving forward with undergrounding of utilities on this project.

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

The vote in favor was unanimous.

- e. Construction contract award: Sidewalk package S-5, Senate Street** – Mr. Livingston stated the committee recommending awarding the contract to Armstrong Construction, LLC in the amount of \$128,344.70, which includes a 10% contingency.

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

The vote in favor was unanimous.

- f. Mitigation Bank Credit Sales** – Mr. Livingston stated the committee’s recommendation is for deferral in committee. The vote in favor was unanimous.
 - 1. SCDOT: I-20 Widening Project**
 - 2. SCDOT: Hardscrabble Road Widening Project**
 - 3. JR Lex II, LLC**

OTHER ITEMS

A Resolution opposing and objecting to South Carolina Department of Revenue (“SCDOR”) proposed Regulation 117-338 and directing staff to take all appropriate measures to combat the promulgation of the regulation – Mr. Pearce moved, seconded by Mr. Manning, to approve this item.

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

The vote in favor was unanimous.

Resolution Designating October 2016 as Community Planning Month in Richland County – Mr. Jackson moved, seconded by Mr. Livingston, to approve this item.

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

The vote in favor was unanimous.

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

No one signed up to speak.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:30 p.m.
and came out at approximately 7:46 p.m.*

- a. Employee Grievance** – Mr. Pearce moved, seconded by Mr. Malinowski, to uphold the Administrator's recommendation. The vote in favor was unanimous.

- b. An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto** – Mr. Livingston moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.
- c. Right-of-Way acquisition: Clemson Road and North Springs Intersection Improvement** – Mr. Livingston moved, seconded by Ms. Myers, to approve this item. The vote in favor was unanimous.
- d. Personnel Matter** – No action was taken.

MOTION PERIOD

- a. Motion to rescind the action on the following item from the May 17, 2016 Council meeting: “Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits to Haven Campus – Communities – Columbia, LLC, and other related matters”** – Mr. Livingston stated this item was taken up in Economic Development Committee and the committee recommended approval of the item.

Mr. Pearce requested Legal to advise Council which of their rules allowed action on the above-referenced motion.

Mr. Smith stated Rule 1.7(c)(3) is the rule that allows this motion to be taken up for action.

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

The vote was in favor.

- b. Resolution marking the 1-year anniversary of the October 4, 2015 flood event [RUSH]** – Mr. Livingston moved seconded by Mr. Pearce, to adopt the resolution.

FOR

Rose
Malinowski
Jackson
Pearce
Rush
Livingston
Dickerson
Myers
Manning
Jeter

AGAINST

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:56 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

**Richland County Council
Regular Session Meeting
Tuesday, September 20, 2016
Page Fourteen**

Bill Malinowski

Jim Manning

Dalhi Myers

Seth Rose

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

SPECIAL CALLED MEETING

September 27, 2016
Immediately following Zoning Public Hearing
Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:47 PM

PERSONNEL MATTER UPDATE

*Council went into Executive Session at approximately 7:48 p.m.
and came out at approximately 8:18 p.m.*

- a. **Personnel Matter** – No action was taken.

ADJOURNMENT

The meeting adjourned at approximately 8:41 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

**Richland County Council
Special Called Meeting
Tuesday, September 27, 2016
Page Two**

Bill Malinowski

Jim Manning

Seth Rose

Dalhi Myers

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

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

September 27, 2016
7:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:00 PM

ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated the applicant for Case # 16-027MA had requested a withdrawal and staff recommended deferral of the following item: "An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map".

Mr. Malinowski moved, seconded by Ms. Dixon, to accept staff's recommendation. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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

MAP AMENDMENTS

16-022MA, Robert Fuller, PDD to LI (20 Acres), 8000 Wilson Blvd., 14402-03-01 & 14400-01-03 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Robert Fuller, Mr. Johnny Bland and Mr. George McCutcheon spoke in favor of this item.

Ms. Barbara Roach, Mr. Kenneth Kenny, Mr. Howard Johnson, Ms. Yvette Harrison, Ms. Rossie Martin, Ms. Margaret Perkins and Rep. Joe McEachern spoke in opposition of this item.

The floor to the public hearing was closed.



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
Dalhi Myers

Others Present:

Warren Harley
Kimberly Roberts
Tracy Hegler
Michelle Onley
Tommy DeLage
Geo Price
Brad Farrar
Larry Smith
Dwight Hanna
Gerald Seals

**Richland County Council
Zoning Public Hearing
Tuesday, September 27, 2016
Page Two**

Mr. Rush moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.

16-023MA, Debbie Nix, RS-MD to OI (3.17 Acres), 806 Universal Drive, 19106-06-01 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

16-024MA, Mark Taylor, RU to GC (14 Acres), 219 Rabon Road, 19903-06-01 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

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

16-025MA, Ashley Chason, RU to GC (1.2 Acres), 1640 Dutch Fork Rd., 02412-01-04 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. Ashley Chason spoke in favor of this item.

The floor to the public hearing was closed.

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

16-026MA, David Tuttle, M-1/RS-LD to PDD, Roseberry Lane, 22807-01-04 [FIRST READING]

Mr. Rush opened the floor to the public hearing.

Mr. David Tuttle spoke in favor of this item.

Mr. Bill Fleming spoke in opposition of this item.

The floor to the public hearing was closed.

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

TEXT AMENDMENT

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to permit duets as a land use type [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Price gave a brief overview of “duets”.

Mr. Malinowski requested a list of what areas this be affected by this ordinance.

Mr. Rush requested a visual depiction of “duets” be provided to Council prior to this item being taken up by Council.

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

ADJOURNMENT

The meeting adjourned at approximately 7:47 PM.

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

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Cary Lake.” The Petition requested the formation of the Cary Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Cary Lake Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Cary Lake”, which area includes tax map parcels: R16804-05-04; R16804-05-03; R16804-05-02; R16905-02-19; R16905-02-18; R16905-02-12; R16905-02-17; R16905-02-13; R16905-02-15; R16905-02-01; R16906-02-33; R16906-02-14; R16906-02-15; R16906-02-16; R16906-02-17; R16906-02-18; R16906-02-19; R16906-02-20; R16906-02-21; R16906-02-22; R16906-02-23; R16906-02-24; R16906-02-25; R16906-02-31; R16906-02-01; R16907-02-07; R16907-02-08; R16907-02-09; R16907-02-10; R16907-02-05; R16906-02-47; R16906-02-45; R16906-02-43; R16906-02-50; R16906-02-37; R16906-02-12; R16906-02-13; R16905-02-02; R16905-02-03; R16905-02-04; R16905-02-05; R16905-02-16; R16905-02-08; R16905-02-09; R16905-02-10; R16905-02-11; R16905-08-01; R16905-08-19; R16905-08-18; R16905-08-17; R16905-08-20; R16905-08-16; R16808-01-01; and R16808-01-02, to be known as the “Cary Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina,

1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Cary Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Cary Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Cary Lake Homeowners Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;

- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;
- F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;
- G. enter into contracts, agreements or other covenants for the benefit of the District;
- H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;
- I. purchase capital items, including equipment, the Commission considers necessary for services in the District;
- J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;
- K. construct, if necessary, buildings to house the equipment provided for in this section;
- L. issue general obligation bonds by the County up to the amount authorized in the Referendum;
- M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and
- N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal

action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

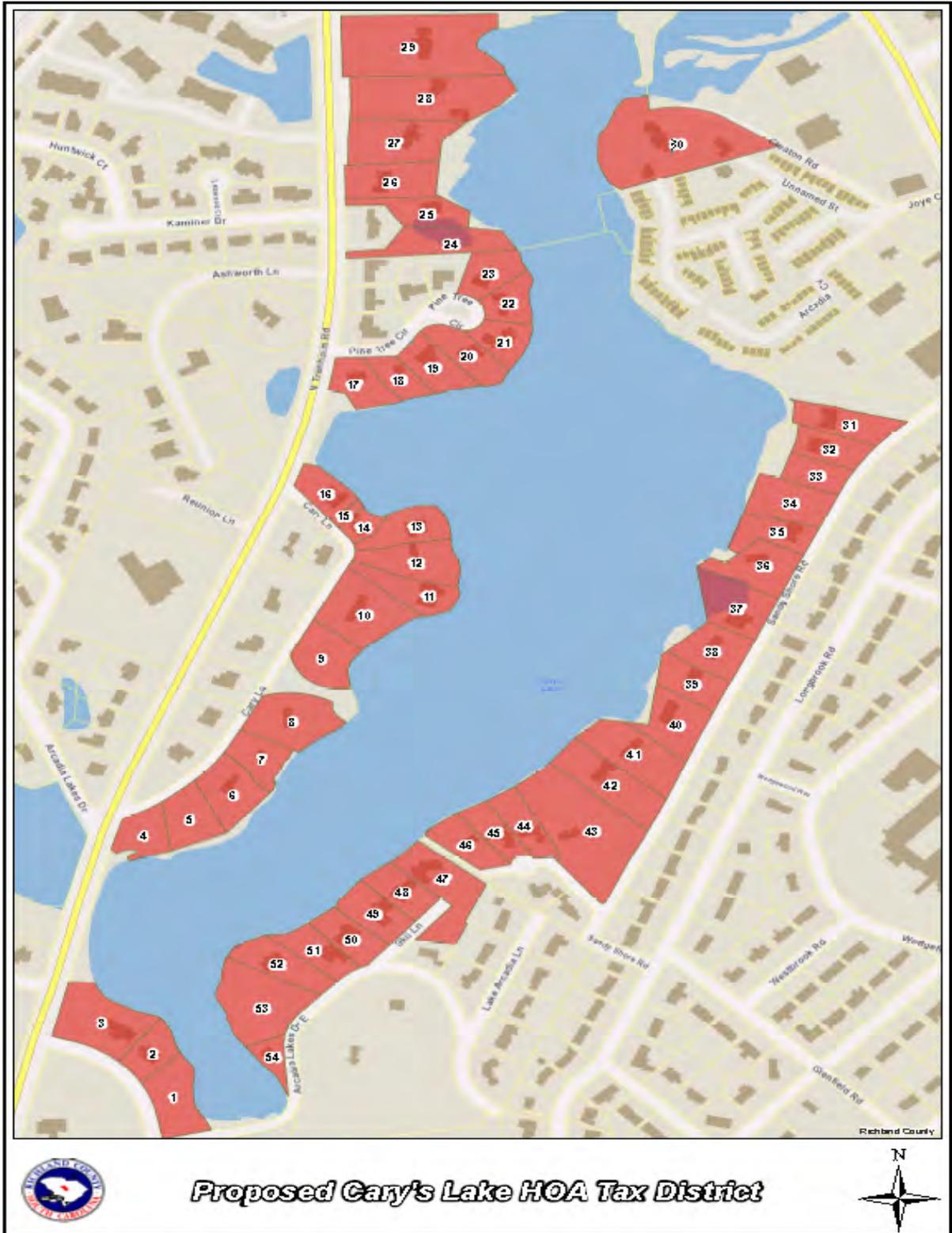
(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A

MAP OF DISTRICT



Proposed Cary's Lake HOA Tax District

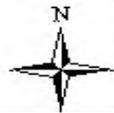


Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE CARY SPECIAL TAX DISTRICT HELD IN RICHLAND COUNTY,
SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Cary Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Cary Lake”, which area includes tax map parcels: R16804-05-04; R16804-05-03; R16804-05-02; R16905-02-19; R16905-02-18; R16905-02-12; R16905-02-17; R16905-02-13; R16905-02-15; R16905-02-01; R16906-02-33; R16906-02-14; R16906-02-15; R16906-02-16; R16906-02-17; R16906-02-18; R16906-02-19; R16906-02-20; R16906-02-21; R16906-02-22; R16906-02-23; R16906-02-24; R16906-02-25; R16906-02-31; R16906-02-01; R16907-02-07; R16907-02-08; R16907-02-09; R16907-02-10; R16907-02-05; R16906-02-47; R16906-02-45; R16906-02-43; R16906-02-50; R16906-02-37; R16906-02-12; R16906-02-13; R16905-02-02; R16905-02-03; R16905-02-04; R16905-02-05; R16905-02-16; R16905-02-08; R16905-02-09; R16905-02-10; R16905-02-11; R16905-08-01; R16905-08-19; R16905-08-18; R16905-08-17; R16905-08-20; R16905-08-16; R16808-01-01; and R16808-01-02, to be known as the “Cary Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Cary Lake Dam, improving Cary Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district

of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

The Election resulted favorably to the question being submitted therein, there being 58 votes cast in favor of the question and 0 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: Yaneta Simmes
Title: Outreach Coor.

Exhibit A

Results of Referendum

Run Date:08/23/16 07:37 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 6)	4	66.67			
REGISTERED VOTERS - TOTAL	96				
BALLOTS CAST - TOTAL	58		7	51	0
VOTER TURNOUT - TOTAL		60.42			
QUESTION					
Vote for 1					
Yes, in favor of the question.	58	100.00	7	51	0
No, opposed to the question	0		0	0	0
Total	58		7	51	0

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Upper Rockyford Lake.” The Petition requested the formation of the Upper Rockyford Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Upper Rockyford Lake Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated April 5, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated April 13, 2016, the Election Commission ordered that a referendum be held on June 21, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on June 21, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Upper Rockyford Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Upper Rockyford Lake Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Upper Rockyford Lake Owner’s Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District

which are reserved by the County, the District shall have perpetual succession;

- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;
- F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;
- G. enter into contracts, agreements or other covenants for the benefit of the District;
- H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;
- I. purchase capital items, including equipment, the Commission considers necessary for services in the District;
- J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;
- K. construct, if necessary, buildings to house the equipment provided for in this section;
- L. issue general obligation bonds by the County up to the amount authorized in the Referendum;
- M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and
- N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016

Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearing. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT HELD IN
RICHLAND COUNTY, SOUTH CAROLINA ON JUNE 21, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on June 21, 2016 (the “Election”) did result in the approval of the creation of the Upper Rockyford Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in

an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

If you wish to vote yes for this proposition, please check or mark - "Yes, in favor of the question." If you wish to vote no for this proposition, please check or mark - "No, opposed to the question."

The Election resulted favorably to the question being submitted therein, there being 76 votes cast in favor of the question and 6 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
 COUNTY OF RICHLAND) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

I did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Upper Rockyford Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on June 21, 2016, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Upper Rockyford Lake”, which area includes tax map parcels: R16806-03-06; R16806-03-07; R16806-03-08; R16806-03-01; R16806-03-02; R16806-03-03; R16806-03-04; R16806-03-05; R16810-04-01; R16810-04-02; R16810-04-03; R16810-04-04; R16810-04-05; R16810-04-06; R16810-04-07; R16810-04-08; R16810-04-09; R16810-04-10; R16810-04-11; R16810-04-12; R16810-04-13; R16810-04-14; R16810-04-15; R16810-04-16; R16810-04-17; R16810-04-18; R16810-04-19; R16810-04-20; R16810-04-21; R16810-04-22; R16814-04-01; R16814-04-02; R16814-04-03; R16814-04-19; R16810-05-01; R16810-05-02; R16810-05-03; R16810-05-04; R16810-05-05; R16810-05-06; R16810-05-07; R16810-05-08; R16810-05-09; R16810-05-10; R16810-05-11; R16810-05-12; R16810-05-13; R16810-05-14; R16810-05-15; R16810-05-16; R16810-05-17; R16810-05-18; R16810-05-19; R16810-05-20; R16814-04-16; R16814-04-15; R16814-04-14; R16814-04-13; R16814-04-12; R16814-04-11; and R16814-04-10, to be known as the “Upper Rockyford Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Upper Rockyford Lake Dam, improving the Upper Rockyford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 150 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$1,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

If you wish to vote yes for this proposition, please check or mark - “Yes, in favor of the question.” If you wish to vote no for this proposition, please check or mark - “No, opposed to the question.”

The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 79 votes cast in favor of the Question and 6 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 24th day of June, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS



Executive Director

(SEAL)

WITNESS:

By: Jenetta Simmons, MA
Title: Outreach coord.

Exhibit A

Results of Referendum

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Rocky Ford Lake”. The Petition requested the formation of the Rocky Ford Lake Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Rocky Ford Lake and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Rocky Ford Lake”, which area includes tax map parcels: R16805-03-05; R16805-03-06; R16805-03-07; R16805-03-01; R16806-04-09; R16806-04-10; R16806-04-11; R16806-04-12; R16806-04-13; R16806-04-02; R16806-04-03; R16806-04-04; R16806-04-05; R16806-04-06; R16806-04-07; R16805-03-02; R16805-03-03; and R16805-03-04, to be known as the “Rocky Ford Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Rocky Ford Lake Dam, improving Rocky Ford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 300 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$3,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Rocky Ford Lake Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Rocky Ford Lake, improving Rocky Ford Lake Dam and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Rocky Ford Lake Special Tax District Commission (the “*Commission*”). The Commission shall consist of three members, each of whom shall be a member of the Rocky Ford Lake Company (the “*HOA*”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Secretary/Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT



Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE ROCKY FORD LAKE SPECIAL TAX DISTRICT HELD IN RICHLAND
COUNTY, SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Rocky Ford Lake Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Rocky Ford Lake”, which area includes tax map parcels: R16805-03-05; R16805-03-06; R16805-03-07; R16805-03-01; R16806-04-09; R16806-04-10; R16806-04-11; R16806-04-12; R16806-04-13; R16806-04-02; R16806-04-03; R16806-04-04; R16806-04-05; R16806-04-06; R16806-04-07; R16805-03-02; R16805-03-03; and R16805-03-04, to be known as the “Rocky Ford Lake Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Rocky Ford Lake Dam, improving Rocky Ford Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 300 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$3,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 27 votes cast in favor of the question and 0 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: Yvonne Simms
Title: Outreach Coord.

Exhibit A

Results of Referendum

Run Date:08/23/16 07:15 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 5)	3	60.00			
REGISTERED VOTERS - TOTAL	38				
BALLOTS CAST - TOTAL	27		5	22	0
VOTER TURNOUT - TOTAL		71.05			
QUESTION					
Vote for 1					
Yes, in favor of the question.	27	100.00	5	22	0
No, opposed to the question	0		0	0	0
Total	27		5	22	0

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Beaver Dam” (a.k.a. Boyd’s Pond 2). The Petition requested the formation of the Beaver Dam Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Beaver Dam Lake and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated June 7, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated June 16, 2016, the Election Commission ordered that a referendum be held on August 23, 2016 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on August 23, 2016, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in

Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Beaver Dam Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Beaver Dam Lake, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Beaver Dam Special Tax District Commission (the “*Commission*”). The Commission shall consist of three members, each of whom shall be a member of the Beaver Dam Lake Homeowners Association, Inc. (the “*HOA*”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

- A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;
- B. sue and be sued;
- C. adopt, use, and alter a corporate seal;
- D. make bylaws for the management and regulations of its affairs;
- E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to

acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer to act as a fiduciary for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Notice to Auditor and Treasurer.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next, in lieu of a formal meeting to adopt the annual taxes or fees, the County may authorize the continuation of such taxes or fees in its annual budget ordinance; in such event, no formal action of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

DONE AND ENACTED IN MEETING DULY ASSEMBLED this 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

Exhibit A
MAP OF DISTRICT

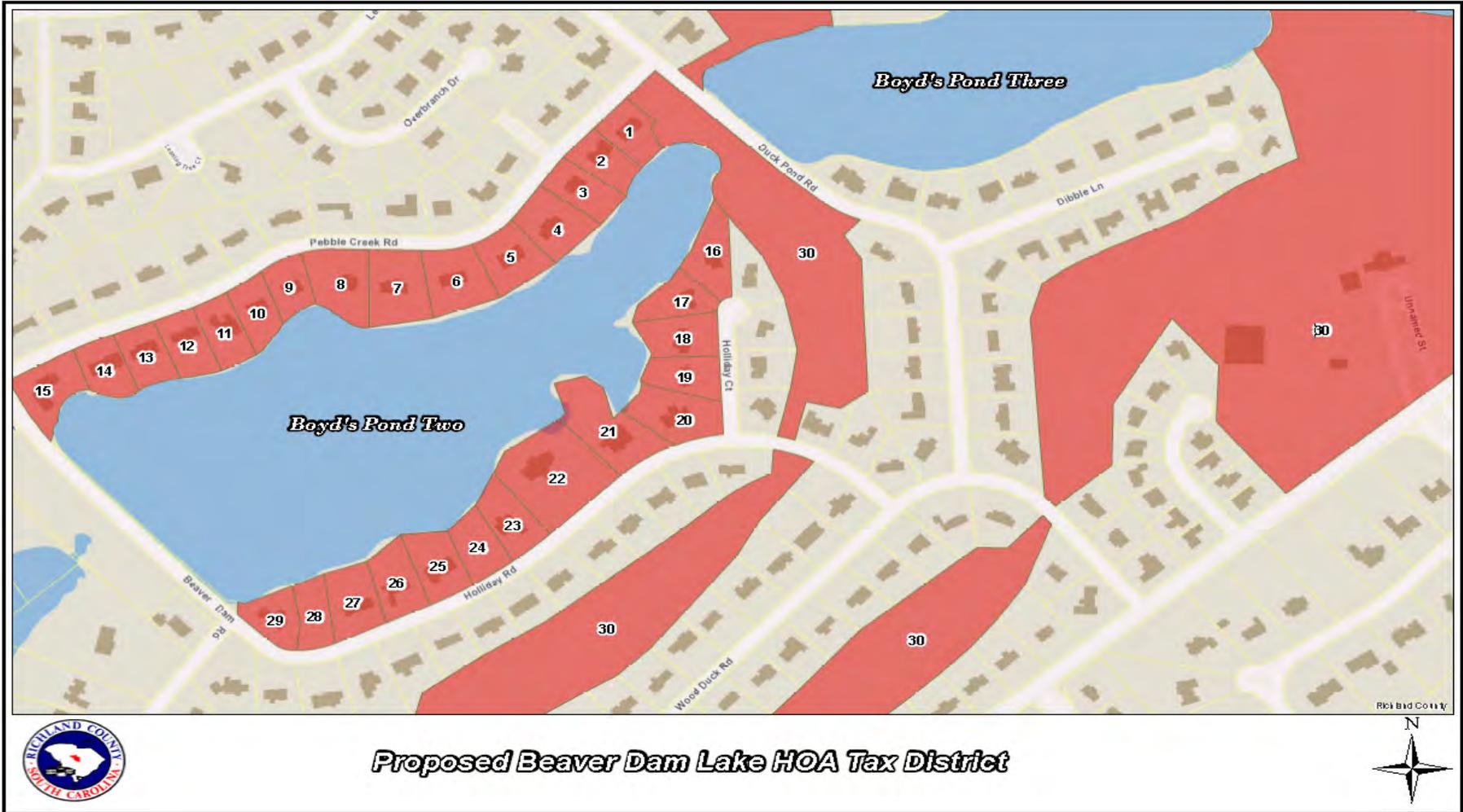


Exhibit B

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct public hearings (the “*Public Hearings*”) on the proposed enactment of the following ordinances (the “*Ordinances*”):

1. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “UPPER ROCKYFORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
2. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “CARY LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”
3. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “BEAVER DAM SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;” and
4. “AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “ROCKY FORD LAKE SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.”

The Public Hearings shall be held on October 4, 2016 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearings. Copies of the Ordinances are available for review at the County's administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR
THE BEAVER DAM SPECIAL TAX DISTRICT HELD IN RICHLAND
COUNTY, SOUTH CAROLINA ON AUGUST 23, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on August 23, 2016 (the “Election”) did result in the approval of the creation of the Beaver Dam Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 47 votes cast in favor of the question and 2 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 13th day of September, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

I did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Beaver Dam Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on August 23, 2016, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Beaver Dam” (a.k.a Boyd’s Pond 2), which area includes tax map parcels: R22809-05-04; R22809-05-03; R22809-05-05; R22809-05-01; R22712-01-03; R22712-01-02; R22712-01-01; R22708-03-08; R22708-03-07; R22708-03-06; R22708-03-05; R22708-03-04; R22708-03-03; R22708-03-02; R22708-03-01; R22712-01-30; R22712-01-23; R22712-01-24; R22712-01-25; R22712-01-26; R22712-01-33; R22712-01-29; R22712-01-32; R22712-01-31; R22712-01-07; R22712-01-06; R22712-01-05; R22708-03-11; R22708-03-10; and R22716-01-01, to be known as the “Beaver Dam Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Beaver Dam, improving Beaver Dam Lake and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 200 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,000 for the life of the special tax district?

 (Yes, in favor of the question []
 No, opposed to the question []

The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 47 votes cast in favor of the Question and 2 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduct of the Election existed, have happened and were performed in due time, form and manner as required

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 25th day of August, 2016.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS


Executive Director

(SEAL)

WITNESS:

By: 
Title: Outreach Coord

Exhibit A

Results of Referendum

Run Date:08/23/16 07:11 PM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 5)	5	100.00			
REGISTERED VOTERS - TOTAL	70				
BALLOTS CAST - TOTAL	49		14	35	0
VOTER TURNOUT - TOTAL		70.00			
QUESTION					
Vote for 1					
Yes, in favor of the question.	47	95.92	14	33	0
No, opposed to the question	2	4.08	0	2	0
Total	49		14	35	0

Richland County Council Request of Action

Subject:

16-023MA
Debbie Nix
RS-MD to OI (3.17 Acres)
806 Universal Drive
19106-06-01

First Reading:	September 27, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	September 27, 2016

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19106-06-01 FROM RS-MD (RESIDENTIAL SINGLE FAMILY MEDIUM-DENSITY DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19106-06-01 from RS-MD (Residential Single Family Medium-Density District) zoning to OI (Office and Institutional District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-024MA
Mark Taylor
RU to GC (14 Acres)
219 Rabon Road
19903-06-01

First Reading:	September 27, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	September 27, 2016

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 19903-06-01 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 19903-06-01 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-025MA
Ashley Chason
RU to GC (1.2 Acres)
1640 Dutch Fork Rd.
02412-01-04

First Reading:	September 27, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	September 27, 2016

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02412-01-04 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02412-01-04 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016
Second Reading: October 4, 2016 (tentative)
Third Reading:

Richland County Council Request of Action

Subject:

16-026MA
David Tuttle
M-1/RS-LD to PDD (33.88 Acres)
Roseberry Lane
22807-01-04

First Reading:	September 27, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	September 27, 2016

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 22807-01-04 FROM M-1/RS-LD (LIGHT INDUSTRIAL AND RESIDENTIAL SINGLE FAMILY LOW DENSITY DISTRICTS) TO PDD (PLANNED DEVELOPMENT DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 22807-01-04 from M-a/RS-LD (Light Industrial and Residential Single Family Low Density Districts) zoning to PDD (Planned Development District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2016.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle M. Onley
Deputy Clerk of Council

Public Hearing: September 27, 2016
First Reading: September 27, 2016

Second Reading:
Third Reading:

October 4, 2016 (tentative)

TMS# 21800-05-18 →

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to permit duets as a land use type

First Reading:	September 27, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	September 27, 2016

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO ADD DUETS AS A PERMITTED USE IN THE RM-MD AND RM-HD ZONING DISTRICTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Residential Uses” of Table 26-V-2.; is hereby amended as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<u>Agricultural Uses</u>																	
Animal Production		P													P		
Animal Production Support Services		P													P		
Crop Production		P													P		
Crop Production Support Services		P													P	P	P
Fish Hatcheries		P													P		
Forestry		P													P		
Forestry Support Services		P													P	P	P
Poultry Farms		SR													P		
Produce Stands		SR													P		
Swine Farms															P		
Veterinary Services (Livestock)		P													P		
<u>Residential Uses</u>																	
Accessory Dwellings		SR	SR	SR	SR	SR	SR		P	P					SR		
Common Area Recreation and Service Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P			
Continued Care Retirement Communities		SE	SE						SR	SR	SR		SR	SR			
Dormitories										P	SE			SE			
Dwellings, Conventional or Modular																	
<u>Duets</u>																	
Multi-Family, Not Otherwise Listed									<u>P</u>	<u>P</u>	P			P			
Single-Family, Detached		P	P	P	P	P	P	P	P	P							
Single-Family, Zero Lot Line, Common						SE	SE		SR	SR	SR			SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR	SR						
Two-Family									P	P							
Dwellings, Manufactured Homes on Individual Lots		SR	SR	SR				SR							SE		

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

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle M Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 27, 2016 (tentative)
First Reading: September 27, 2016 (tentative)
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject:

Future Management of the Pinewood Lake Property

Richland County Council Request of Action

Subject: Future Management of the Pinewood Lake Property

A. Purpose

At the June 7, 2016 Council Meeting, Council directed staff to develop an enterprise model similar to that of the Township as it relates to the operations, management and maintenance of Pinewood Lake. Thus, a detailed recommendation is outlined below.

B. Background / Discussion

The County purchased the Pinewood Lake property (property) for recreational, historical, and conservation purposes in October 2011. Subsequently, Council authorized the development of the property in two phases; Phase I of the development was completed in May 2015, and Phase II is expected to be completed by December 2017, with Council allocating \$4,500,000 to fund this portion.

The County's investment into the property to date is approximately \$2,550,000, which includes:

- Property Purchase= \$1,000,000
- Phase I development = \$1,400,000
- Restroom Construction= \$150,000

In August 2015, the County entered into an agreement with the Pinewood Lakes Foundation to manage the property and provided \$150,000 in Hospitality Tax funds to cover the maintenance and operating expenses of the property as well as costs associated with promoting and advertising the amenities of the property to increase shelter rentals and recreational activity within the community. To date, the Foundation has received the 1st quarter payment of the aforementioned allocation in the amount of \$75,000.

Attached for your review is the following:

- A timeline outlining Council actions to purchase the property
- A timeline outlining Council actions for the property since being purchased
- A copy of the agreement with the Pinewood Lakes Foundation
- A copy of the memorandum presented to Council detailing the next steps relative to Phase II of the property
- A copy of the agreement between the County and RCRC for managing the Crane Creek Park

C. Legislative / Chronological History

June 7, 2016 Council Meeting - Council accepted the Pinewood Lake management contract and directed staff to develop an enterprise model similar to the Township Auditorium in order to move forward.

D. Alternatives

Pursuant to the request, staff considered the following alternatives:

1. Board – Director Model

This model mirrors the management model currently utilized by the Township and Historic Columbia. There are some similarities worth noting between the Township, Historic Columbia and Pinewood Lake:

- All properties are owned by the County
- All properties received Hospitality Tax dollars from the County for operational and maintenance activities for FY17
- All properties are economic development drivers of accommodations and hospitality tax revenues
- All properties are currently utilizing similar management agreements whereby the County contracts with a non-county entity to manage the property

Under this model, County Council would appoint a 7-member Board of Directors (Board) using the process outlined in their Council rules. The Board, generally, would be responsible for the following:

- Overseeing the general administration of the property
- Setting policy and the annual budget
- Appointing an experienced manager / executive director

The manager / executive director, generally, would be responsible for the following:

- Carrying out day-to-day administrative operations (e.g., daily maintenance, operations, yearly audit)
- Executing the Board's policy and annual budget

Potential Advantages

- Efficiency in providing public service – This model allows the public service related directives to be communicated to a professional manager / executive director, who will be hired to efficiently carry out those directives.
- Politically neutral (Clear separation of powers) – This model promotes equity and fairness by ensuring that services are fairly distributed and that administrative decisions (such as hiring and contracting) are based on merit rather than favoritism.
- Accountability – The manager is accountable to the Board, which is appointed by Council. This dynamic may mitigate any lack of accountability associated with the utilization of County funds.

Potential Disadvantages

- Lack of direct County oversight – This model would limit the amount of direct oversight the County would have relative to the day-to-day operations of the property. Any revenues collected by the manager / executive director would not be provided to the County unless otherwise stated in an agreement.

2. Delegate Oversight of the Property to RCRC (Richland County Recreation Commission)

This model is similar to the management model that is currently being utilized by the County for the maintenance of the Crane Creek Park. Similar to the Pinewood Lake property, Crane Creek Park is owned by the County and was redeveloped using County funds. The Crane Creek Park has a walking trail and picnic shelters that are available for public use.

The County would have a memorandum of understanding with RCRC for the maintenance and operations of the property, including any shelter rentals – see attached agreement between the County and RCRC for managing the Crane Creek Park.

The County would supply RCRC with funding, annually, to assist with offsetting the costs associated with maintaining (e.g., cutting the grass, picking up litter) the property.

Advantages

- Maintain property investment – Although RCRC would be responsible for property maintenance and operations, the County would remain the owner. Thus, maintaining our investment into the property.
- Efficiency in providing public service – RCRC’s mission is to provide recreational opportunities for our County’s population. They are currently operating and maintaining multiple parks and recreational facilities. The management of this property would be a relatively normal function for their organization.

Disadvantages

- Lack of direct oversight – This model would limit the amount of direct oversight the County would have relative to the day-to-day operations of the property. Any revenues collected by RCRC would not be provided to the County unless otherwise stated in an agreement.
- Contingency – This model is contingent upon the County and RCRC developing and agreeing to a memorandum of understanding to manage the property. If RCRC does not want to manage the property, then this model would not be a viable option. This contingency creates reluctance and adds inefficiencies in the County’s approval process for the obtaining and developing conservation and recreational properties.
- Lack of organizational capacity – RCRC is dealing with some organizational issues that may impact their ability to accept additional properties to manage at this time.

3. Absorb into the County through the Conservation Department

This management model would place the responsibilities for managing the property under the authority of the County’s Conservation Department. Conservation staff (4

total staffers) would move their operations from the 2020 Hampton St. building to the County renovated house on the Pinewood Lake property, utilizing it as their office space. The maintenance of the property would continue as it is currently, through annual allocations during the County's budgetary process to the Conservation Department.

Advantages

- Direct Oversight - This model would allow for increased accountability and direct oversight of the management of the park as it would be a responsibility of a County Department.
- Expand the County's Footprint into the Unincorporated Area – Through this management model, the County would have a footprint into an unincorporated area of the County as one of its Departments would be headquartered on this property.
- Increase availability of office space – This model would allow the County to utilize additional office space at the County's Administration building since the Conservation Department would be housed on the Pinewood Lake Property.
- Incorporation into the Conservation's Land Management Plan – The property fits into the Conservation Department's Land Management Plan – see attached draft plan – as a recreational and rental area.
- Utilization of existing assets and experience – The Conservation Department already has an oversight committee appointed by County Council in the Richland County Conservation Commission (RCCC) which recognizes the urgent need to correctly manage conservation lands such as the Pinewood Lake property.
- Organize new and existing conservation and nature-based recreation efforts – The Conservation Department already manages several large conservation properties and is embarking on an initiative to plan eco-tourism and nature-based recreation activities to add value to those properties.

Disadvantages

- Lack of organizational capacity – The Conservation Department may need additional staff to efficiently manage the day-to-day activities of the property as well as volunteer and outreach programs.

4. Soliciting for a Property Management Company to operate / maintain Pinewood Lake

This management model involves the development and advertisement of RFP to solicit bids from property management firms to manage and operate the Pinewood Lake property.

Advantages

- Maintain property investment – The property management firm would manage the day to day activities associated with the Property; however, the County would remain the owner. Thus, maintaining their investment into the Property.

- Efficiency in providing public service – It is reasonable to assume an experienced property management firm would be able to utilize the Property in a manner that would increase the use of the Property by County’s residents through property rentals and green space uses.

Disadvantages

- Lack of direct oversight – This model would limit the amount of direct oversight the County would have relative to the day-to-day operations of the property. Any revenues collected by the property management firm would not be provided to the County unless otherwise stated in an agreement.

E. Final Recommendation

The conservation lands owned by the County are in need of systematic and sustainable management. Pinewood Lake fits into this program as a step in the direction for full implementation of conservation land management for all County owned conservation lands – see attached draft.

Ideally, an enterprise fund is set up to account for activities that provide services to the public at large via a user charges. Essentially, enterprise funds are self-supporting. Thus, the Pinewood Lake property does not generate enough revenue to be considered an enterprise fund. The funding that could be generated through the rental of the shelters located on the property could not support the maintenance and operations of the property. Given these facts, it would be difficult to implement an enterprise management model for the Pinewood Lake facility by itself. However, returning funds generated on the property would be a way to offset County costs. Setting it up in this manner would help to build in an attitude of self-sufficiency for the long-term implementation of the full conservation lands program with a goal of significantly off-setting County expenses with donations, volunteers and generated revenues.

Therefore, staff recommends absorbing the Pinewood Lake Property into the County through the Conservation Department. The Conservation Department works directly with the Commissioners of the Richland Soil and Water Conservation District (RSWCD) and RCCC to implement the responsibilities of the District and Commission. The Department also consults with and advises County Council and the County Administrator regarding the conservation and protection of the County’s natural, cultural and historical resources.

The RSWCD promotes the wise planning and use of natural resources for the benefit of the citizens of Richland County. The RSWCD coordinates available technical, financial and educational material to assist land users to conserve soil, water and other natural resources.

The RCCC is charged with promoting the protection of natural, historical, and cultural resources throughout the County by negotiating voluntary protection strategies with landowners through such means as conservation easements, land acquisition and grant programs.

The goals and objectives of the Conservation Department are as follows:

- District Advocacy: Work to increase the visibility and knowledge of RSWCD programs by increasing public awareness of the RSWCD's activities via website, social media, and traditional media and participating in conservation-related community events and festivals.
- Conservation Assistance: Assist in planning and implementation of conservation systems in rural, urbanizing, and urban areas.

The aforementioned mission and goals of the Conservation Department, along with the mission of Richland County to provide quality public services to the residents of the County makes this recommendation ideal for managing this particular property. The property is unique in that it is a conservation related mix of recreational, historical and natural green spaces, as detailed below:

Property Details

- Location: 1151 Old Garners Ferry Road
- Size: 44 Acres
- Amenities: 20 acre pond, picnic shelters, walking trail, fitness stations, renovated house, water fountains along trail
- Future planned amenities: Amphitheater, event center, additional picnic shelters, extension of walking trail around pond, playground structure, fishing docks, renovation of outbuildings

This recommended management model places the responsibilities of managing the property under the authority of the County's Conservation Department. Conservation staff (4 total staffers) would move their operations from the 2020 Hampton St. building to the County renovated house on the Pinewood Lake property, utilizing a portion of the historical building as their office space while maintaining the ability to provide public tours of the unused portion. The maintenance of the property would be funded through annual allocations during the County's budgetary process to Conservation Department. The Conservation Department would facilitate promotional or outreach directives from Council relative to the property and manage the shelter rentals at the property. The Conservation Department can develop partnerships with local nonprofit organizations, which may include the Pinewood Lake Foundation, to assist with these efforts. Any revenue generated by the shelter rentals or activities on the property would be returned to the Conservation Department to be used to offset operation and maintenance expenses. However, the amount of revenue generated is expected to be minimal.

As detailed above, below are some of the potential advantages relative to this recommendation:

- Direct Oversight - This model would allow for increased accountability and direct oversight of the management of the park as it would be a responsibility of a County Department.

- Expand the County’s Footprint into the Unincorporated Area – Through this management model, the County would have a footprint into an unincorporated area of the County as one of its Departments would be headquartered on this property.
- Increase availability of office space – This model would allow the County to utilize additional office space at the County’s Administration building since the Conservation Department would be housed on the Pinewood Lake Property.
- Incorporation into the Conservation’s Land Management Plan – The property fits into the Conservation Department’s Land Management Plan – see attached draft plan – as a recreational and rental area.
- Utilization of existing assets and experience – The Conservation Department already has an oversight committee appointed by County Council in the Richland County Conservation Commission (RCCC) which recognizes the urgent need to correctly manage conservation lands such as the Pinewood Lake property.
- Organize new and existing conservation and nature-based recreation efforts – The Conservation Department already manages several large conservation properties and is embarking on an initiative to plan eco-tourism and nature-based recreation activities to add value to those properties.

This recommendation is pursuant to Council’s directive to develop an enterprise model similar to that of the Township as it relates to the operations, management and maintenance of Pinewood Lake and should not be construed as a policy recommendation that the County get into the business of managing recreational related properties. The policy regarding the role of Richland County Government in managing recreational related properties can only be addressed by Council.

The estimated financial impact of this recommendation would include providing funding to the Conservation Department in an amount that would support the estimated operation and maintenance costs for the property, as detailed below:

Additional Equipment	# Needed	Cost per	Total
Phone, Tools, PPE, Uniform	1	\$3,780.00	\$3,780.00
All Terrain Vehicle	1	\$11,000.00	\$11,000.00
Turn Mower	1	\$13,500.00	\$13,500.00
Chain Saw	1	\$270.00	\$270.00
Pole Pruner	1	\$485.00	\$485.00
Edger	2	\$365.00	\$730.00
Backpack Blower	1	\$325.00	\$325.00
String Trimmer	2	\$270.00	\$540.00
Back Pack Sprayer	1	\$100.00	\$100.00
Push Spreader	1	\$425.00	\$425.00
Pressure Washer	1	\$350.00	\$350.00
Loppers	1	\$110.00	\$110.00

Pruners	1	\$35.00	\$35.00
Trenching attachment	1	\$285.00	\$285.00
Uniform, Phone Service			
Uniform, Phone Service	Annual		\$1,250.00
Perishable Custodial Supplies	Annual		\$900.00
Equipment and Transportation Fuel	Annual		\$1,350.00
Installed Equipment Maintenance	Annual		\$6,500.00
Facility/Building Maintenance	Annual		\$3,000.00
Lime	Annual		\$800.00
Fertilizer	Annual		\$1,600.00
Pre/post emergent	Annual		\$2,200.00
Insecticide/fungicide	Annual		\$900.00
Mulch	Annual		\$600.00
Pest Control (Facilities)	Annual		\$1,150.00
Miscellaneous Supplies (Trash Removal)	Annual		\$1,100.00
Plant Replacement	Annual		\$2,500.00
Labor	Annual		\$36,920.00
Utilities for Facilities	Annual		\$13,500.00
Lighting Per Agreement (SCE&G)	Annual		\$7,200.00
Water (City of Columbia)	Annual		\$3,450.00
Port-o-pottys (Per unit)	Annual		\$3,600.00
Direct Operational per Year			
			\$88,520.00
Indirect Operational costs (Equipment Maintenance)			
			\$2,000.00
Total Annual Operating Cost			
			\$90,520.00
Total Equipment Requested			
			\$31,935.00
Total First Year estimate			
			\$122,455.00

The Conservation Department may need additional staff and / or volunteers to efficiently manage the day-to-day activities of the property as well as the volunteer and outreach programs.

Council approval of this recommendation will enable the following:

- The termination of the current management agreement for the property with the Pinewood Lake Foundation, effective June 30, 2017. Staff will provide a 90 day written notice to the Pinewood Lake Foundation informing them of this action.
- The management of the property by the Richland County Government through the County's Conservation Department.
- The allocation of funding for property maintenance and operational needs to the County's Conservation Department through the County's FY2018 budgetary process.

Attachments

Caughman Creek Property Timeline

March 16, 2010

ORIGINAL MOTION: Richland County, the Conservation Commission, and the Recreation Commission pursue purchasing all properties associated with Caughman Creek using Hospitality Tax funds for recreational, historical, and conservation purposes; also explore a public / private partnership [Jackson]: This item was forwarded to the April A&F Committee. **ACTION: ADMINISTRATION, PLANNING, CONSERVATION COMMISSION**

April 27, 2010

A&F Committee Meeting

Pursue properties associated with Caughman Creek using Hospitality Tax funds – The committee voted to keep this item in committee pending staff exploring all available options and reporting all options back to the committee. The vote in favor was unanimous.

May 25, 2010

A&F Committee Meeting

Pursue Properties Associated with Caughman Creek Using Hospitality Tax Funds – The committee recommended that Council direct staff to come up with a creative way to pursue purchasing all properties associated with Caughman Creek and bring back recommendations to Council by the 3rd reading of the budget. The vote in favor was unanimous.

June 1, 2010

[Removed from Consent] **Pursue Properties Associated with Caughman Creek Using Hospitality Tax Funds:** Council directed staff to come up with a creative way to pursue purchasing all properties associated with Caughman Creek and bring back recommendations to Council by the 3rd reading of the budget. **ACTION: ADMINISTRATION, BUDGET, FINANCE, CLERK OF COUNCIL, CONSERVATION COMMISSION**

June 17, 2010

Third Reading – FY 11 Budget

Jackson

Special Revenue

Hospitality Tax

Use \$1.5 million from the Hospitality Tax fund balance to purchase property at Caughman Pond for tourism purposes, recreation, historic preservation and conservation purposes including clean water preservation.

Staff report to be brought back to Council. Council reserved up to \$400,000 in HTax fund balance.

July 27, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] - The committee voted to go into Executive session to discuss this item. The item was received as information and remains in Committee.

July 27, 2010

Caughman Creek Appraisal: This item was received as information, and remains in the Administration and Finance Committee.

September 28, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] – The Committee deferred this item to its October committee meeting.

October 23, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal [Recommend Executive Session] – The committee deferred this item to its December committee meeting.

December 22, 2010

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee deferred this item to its January committee meeting.

January 25, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee received this as information.

February 22, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee deferred this item to its March committee meeting.

March 22, 2011

A&F Committee Meeting

Caughman Creek Property Appraisal – The committee moved this from an item for discussion/information to an action item. This item was then forwarded to Council without a recommendation. The vote in favor was unanimous.

April 5, 2011

Caughman Creek Property: Council deferred this item, and requested documentation from the Recreation Commission regarding their \$100,000 contribution and ongoing operations, per Mr. Jackson. **ACTION: ADMINISTRATION**

April 19, 2011

Caughman Creek Property: Mr. Pope has communicated with the Richland County Recreation Commission, and once received, will forward the official response from the RCRC to Council.

May 3, 2011

Caughman Creek Property Update: Mr. Pope stated that an official response from the Recreation Commission is forthcoming.

May 26, 2011

Second Reading of the FY 12 Budget

Hospitality Tax: (Motion that Richland County use \$900,000 from the Hospitality Tax funds to purchase the proposed Caughman Pond property) – Mr. Jackson moved, seconded by Mr. Jeter, to approve \$900,000 for this item. The vote was in favor.

June 2, 2011

Third Reading of the FY 12 Budget

Jackson

Special Revenue

Hospitality Tax

Motion that Richland County use \$900,000 from the Hospitality Tax funds to purchase the proposed Caughman Pond property.

Passed

September 6, 2011

Caughman Property: Mr. Pope informed Council that this item will appear on the September A&F Committee agenda, and will include the draft contract for purchase. **ACTION: ADMINISTRATION, LEGAL**

September 26, 2011

A&F Committee Meeting

Caughman Creek Property Purchase Agreement – The committee forwarded this item to Council without a recommendation. The committee directed staff to provide the appraised value of the property to Council prior to the next Council meeting.

October 4, 2011

Caughman Creek Property Purchase Agreement: Council approved the contract for purchase. The vote to reconsider failed. **ACTION: LEGAL, ADMINISTRATION**

October 18, 2011

Caughman Property Feasibility Study: Council directed staff to perform a feasibility study on the property. **ACTION: ADMINISTRATION**

December 13, 2011

Caughman Creek Property: Council voted to terminate the current contract. The property owner may submit a new proposal without the dam and its associated infrastructure. A survey should also be completed to prevent ambiguity. **ACTION: ADMINISTRATION, LEGAL**

January 17, 2012

Caughman Creek Property: Council directed staff to continue its due diligence on the property, and to execute the contract up to 15 days after receiving a survey from the seller for the 44 acres of property. Staff is to include language regarding water rights. The County is not to be liable for the dam or its associated infrastructure. The vote to reconsider failed. **ACTION:**
ADMINISTRATION, LEGAL, CLERK OF COUNCIL, FINANCE

February 7, 2012

Caughman Creek Property Update: The attorney has spoken with the owner, who is to forward a revised survey and agreement. Updates will be provided to Council. **ACTION:**
ADMINISTRATION, LEGAL

Pinewood Lake Timeline

- July 2013 Council approves Phase I in an amount not to exceed \$1.4 million (Minutes attached to email)
- Sept 2013 Notice to Proceed executed between County and Chao & Associates in an amount not to exceed \$1,325,258 (Notice to Proceed attached to email)
*It is important to note that a Contract was never executed for Phase I construction
- May 2015 Phase I construction complete
- May 2015 Phase I Grand Opening
- Aug 2015 Pinewood Lake Park Foundation agreement executed
- Aug 2015 Emergency restroom agreement entered into with Chao & Associates
- Oct 2015 Invoice for furniture received (\$77,000)
- Oct 2015 Historic rain/flooding
- Feb 2016 Invoice for flood damage/maintenance (\$68,000)

sheet from the previous year, the expected sources of income and application of funds. The County will fund in such amounts as the County determines in accordance with existing customary County budget practices. A copy of the budget request shall be forwarded to the County Administrator no later than February 1 of each year.

4. County will provide all maintenance, repairs, solid waste service, and utility service to the Park. The Foundation agrees to report any observations (or citizen complaints) of structural maintenance/repair needs of the Park in a timely manner to the County (attn: Director of Support Services.) Repairs will be made as funding allows. Maintenance and upkeep to the property (landscape and garden) requests, complaints, or observations shall also be reported in a timely manner to the County (attn: Director of Special Services).

5. The Foundation will provide workers compensation coverage for Foundation employees performing duties pursuant to this Agreement.

6. The County will pay all water, sewage and waste disposal charges for the Park, if any.

7. The Foundation may permit individuals and civic, charitable or eleemosynary organizations and entities to use the Park's amenities for public and/or semi-public appropriate events. The Foundation may make and collect charges for such tours and rentals.

8. The parties agree that the Foundation is an independent contractor and any employees, volunteers or persons authorized by Foundation to conduct or carry out the requirements of this Agreement shall be the sole responsibility of the Foundation, which shall insure that the Foundation and all such persons shall comply with all applicable laws, rules, regulations or decisions of any federal, state, county or local governmental authority (including all requirements of state, federal or other grant authorities to insure a drug-free workplace).

Nothing in this Agreement creates an employee/employer relationship between the County and the Foundation, its employees, volunteers, or members. The Foundation agrees that, in the performance of this Agreement, it will not discriminate on the basis of race, disability, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity; this prohibition against discrimination shall include the Foundation's dealings with the public as well as in the hiring of personnel or use of volunteer staff. Foundation must at all times during the term of this Agreement be a non-profit corporation in good standing with the South Carolina Secretary of State, and must fully comply with all applicable State, Federal, and local laws, rules and regulations as they apply to non-profit corporations.

9. The Foundation shall designate a Director who will be available at all reasonable times to confer with the County Council or its representative with respect to the management services rendered hereunder.

10. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notice shall be by registered mail and directed to the Richland County Administrator or the Foundation Registered Agent, as applicable.

11. This Agreement supersedes and replaces all previous management agreements between the parties in reference to the Park.

12. Foundation agrees to hold harmless and shall fully and completely indemnify the County from any and all claims, demands or actions brought against the Foundation or the County by any person, natural or corporate, arising from any negligent act, omission, or willful conduct on the part of the Foundation or its employees, volunteers, members, or staff during the course of this Agreement. This indemnification specifically excludes claims, actions, or demands related to security, maintenance or repair of the Park.

WITNESSES AS TO
THE FOUNDATION

James McCaulay
President 6/15/2016

PINEWOOD LAKE PARK FOUNDATION

BY: [Signature]
Lizwendel Lynn Hare
ITS: Director
DATED: 6/15/16

WITNESSES AS TO
RICHLAND COUNTY

[Signature]
[Signature]

RICHLAND COUNTY, SOUTH CAROLINA

BY: Tony McDonald
Tony McDonald
ITS: County Administrator
DATED: 6/15/16

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

Richland County Conservation Program

Use, Maintenance & Operation of Richland County's Conservation Lands



DRAFT

Overview

Why This Report

Use, Maintenance and Operations of Richland County's Conservation Lands is a framework for how Richland County can move forward towards managing and encouraging public use for its Conservation Lands. This report presents a structure for the decision-making process to move the County's Conservation Lands Program into an era of stewardship, tourism development and increased public access and use.

Richland County has acquired thousands of acres of lands for conservation and preservation purposes and continues to receive requests for additional land donations. In many cases these lands can also be used for recreation and tourism development. The public will see a greater return on its investment by making the properties available to the public to use for recreation, while preserving the conservation values of the property.

A strong maintenance program is the key to realizing this additional return on investment. This added value requires a focus on making Conservation Lands available to the public.

Use, Maintenance and Operations of Richland County's Conservation Lands offers a rationale and organized approach to property use and development. This report also leaves room for tailoring the program to the realities of Richland County and to the competing needs of the County.

Report Organization

This report is divided into three primary sections describing a different aspect of the Conservation Lands Program. There are also attachments in Section 4.

Section 1: *Conservation Lands Classifications* is the first section of this report. Proper stewardship is based upon an understanding of a property's characteristics and limitations. The information in this section helps in the categorization of each property consistent with good stewardship.

Section 2: *Conservation Land Management* outlines how Richland County manages and develops the Public Use of the Program. Sound program management rather than property is the focus of this section.

Section 3: *Recommendations* are presented in Section Three. These recommendations are proposals for carrying the Program into an era of increased public access and use of Conservation Lands.

Section 4: The *Attachments* offer further details into issues raised in the Report.

Section 1. Conservation Land Classifications

Richland County Conservation Classifications and Inventory

This report is the *beginning* of the work towards creating a complete natural resource management and stewardship program that encompasses increased public access and use into the conservation lands. It is useful to understand what types of properties the Conservation Commission hopes to develop.

Each Conservation Land has unique ecological, historical, cultural or recreational values important to the people of Richland County. Proper stewardship of these unique values is now the common goal as the resources demonstrate a good return on investment for the taxpayers.

A Land Classification System

One of the most critical first steps to any stewardship program is reaching a firm understanding of the property and its assets. A classification system is a working snapshot of Conservation Lands and is critical to the stewardship program.

The classification system defines four types of Conservation Lands, and helps to define the types of properties and to describe the intensity of future use or development on that property. Several properties fall into more than one category.

Category 1: Recreation Areas

Recreation Areas are defined as places where there is: *“Recreation requiring little or no physical exertion focusing on the enjoyment of one’s natural surroundings. In determining appropriate recreational uses of passive parks, the promotion and development of resource-based activities such as education and interpretation, fishing, camping, hunting, boating, gardening, bicycling, nature studies, horse-back riding, visiting historic sites, hiking, etc., shall be the predominate measure for passive park utilization.”*

Richland County’s Pinewood Lake is an excellent example of a Recreation Area. It contains a number of ecological and scenic features and provides a useful recreational opportunity for the community. Other facilities, perhaps currently managed by the Recreation Commission, may fit this classification.

The Conservation Commission has an impressive historic preservation program, perhaps the best in the Southeastern United States. Many of the historic properties it is interested in would be classified in as Recreation Areas. Attachment B lists County owned Recreation Areas.

Category 2: Preserves

Many properties have been acquired to protect a unique resource or to further another ecological goal. The sensitive characteristics of these properties may limit some recreational use. These properties may be used in combination with other projects, for example a recreation area, to allow large scale activities.

A good example of a preserve is the County-owned mitigation property on the Congaree River in Lower Richland County. Its use for mitigation enhances the ecological features of the site and limits its recreational and tourism use. The County's purchase of the adjoining Upper Tract as a Recreation Area allows a much wider return on investment for the taxpayers.

Category 3: Greenway

A greenway is "a linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridgeline, or overland along a railroad right-of-way converted to recreational use. It is a natural or landscaped course for pedestrian or bicycle passage; an open-space connector linking parks, nature reserves, cultural features, or historic sites with each other and with populated areas; or locally linear parks."

A notable collection of greenway projects are underway in the Midlands. The River Alliance has created and continues to expand a highly successful greenway along the Congaree, Saluda and Broad Rivers. The Palmetto Trail weaves through Richland County. Gills Creek Watershed Association has ambitious plans for greenways down along portions of Gills Creek.

Richland County has an ambitious 20 year program of greenway development under its Penny Transportation Program. A full list of greenway projects under the Penny Program is included in Attachment C.

Greenways have proved to be major economic development engines. Greenville's Swamp Rabbit Trail has not only attracted millions of dollars in tourism spending, but has also led to the redevelopment of blighted neighborhoods and significant increase in small businesses in rural areas. A fuller description of the many economic benefits from greenways can be found in Attachment D.

Category 4: Conservation Easements

In addition to protecting land through fee purchase, the Conservation Department also protects land by the purchase of the development rights; called a conservation easement. A conservation easement is a **voluntary** agreement with a landowner who gives up certain rights. Typically conservation easements are proactive tools which provide financial incentives for land owners to protect rural land and thereby preserve natural resources and reduce incompatible development and sprawl.

It is important to note that no public use is generally allowed on properties subject to a conservation easement and the County assumes no management responsibilities. A list of conservation easements held by Richland County is included in Attachment D.

2. Conservation Land Management

Public ownership of real property is a detailed responsibility of governance. This basic government function is even more important when conservation lands are involved. These lands have unique conservation values which have been determined to be important to the livability of Richland County.

A clear direction for management of Conservation Lands in Richland County needs to be established. Going forward a few clear policies, defined responsibilities and ordinances need to be developed related to the management of these precious resources.

Administration

There are many people involved in the management of a Conservation Land from the initial investigation of a property to eventual ownership and management. An established process defining responsibility for administration would be a key first step.

Records Management

Property ownership normally comes with a set of records including but not limited to the deed, an appraisal, survey, natural resource information, and analysis. There should be two complete sets of Conservation Lands property files: one set to be held by the Legal Department and one by Conservation staff.

The Conservation Department should send an annual update to the GIS Department so the County GIS layer can be updated. Accurate mapping information is critical from a programmatic standpoint and can ensure against inappropriate activities on Conservation Lands.

Risk Management and Security

Conservation Lands require proper security. Security ensures properties do not become a liability to the taxpayers and there is no damage to the conservation values.

Gates and keys: The most basic security measure is *gating the property* to control access. Regulating access allows the County a measure of control over inappropriate uses of property. Proper gating brings the need for a controlled and organized system of *keying*.

Boundary Posting and Signage: *Posting the boundaries*, clearly identifying property as belonging to Richland County are important. Properties to be accessed by the public the property rules should clearly displayed boundaries and use regulations

Inspections and Enforcement: Proper management requires *regular inspection* of Conservation Lands. Dumping, poaching and trespassing can harm conservation values and prevent safe use.

Richland County does not have *ordinances* in place regulating use on greenway lands. A place to begin for a model for ordinances would be looking at Charleston County Parks, or South Carolina Department of Natural Resource's (SCDNR's) ordinances for regulating South Carolina Wildlife Management Areas and Natural Heritage Preserves.

Product Development

Richland County has seen some success recently in moving properties toward being accessible by the public. Pinewood Lake promises to be an excellent facility and a wise use of public funds. As the demand grows for more public access and use of the properties, the process for opening properties to the public needs to be institutionalized.

Product origination, or how the Conservation Land will be used, is where the development process begins. The Conservation Department can implement a project by working with local stakeholders, staff and consultants to produce a Project Design.

This process should be improved by identifying potential uses in advance through a *Conservation Lands Capital Improvements Plan*. Preparing the plan gives the public an opportunity for input and allows for better allocation of resources. With a comprehensive Capital Improvements Plan in place, County Council will be able to anticipate and plan for the properties to be developed.

Stewardship

Stewardship refers to a broad and comprehensive type of property management and refers to managing the resources of a property to achievable goals. Stewardship should form the foundation of the Conservation Lands Program.

A Stewardship goal should be to promote *sustainability* and to safeguard conservation values from being compromised. The program can go further to restore many environmental functions on some parcels.

Another Stewardship goal is to add value to conservation lands by *promoting their multi-uses*, while protecting conservation values. An important part of Program development will be to ensure all users have adequate access.

A third goal is to *generate revenue* from the land in an ecologically sensitive manner. These revenues can be from timbering, agricultural leases, or perhaps even green energy like solar rentals. Other revenues could flow from use rentals for events or use fees.

Natural Resource Management and Forest Health

Each property is unique and should have its own *natural resource management plan*. The ecological health of these properties should be maintained or even improved. This means not only giving the public the ability to be on the property, but also, as examples, eradicating invasive plant species, preventing erosion, deterring littering and dumping and preventing poaching.

Limited Access Conservation Lands

There are some lands described above that may not in the near future be developed for frequent public access. These Conservation Lands may be accessible on a more limited basis but are an

important part of the overall picture and could be very important for generating revenue that would support the more active passive parks through for example: rental fees, user fees, timber revenue or agricultural leases.

Conservation Land Maintenance

Current Maintenance

An enhanced system of maintenance will become critical if public use increases on Conservation Lands.

Basic routine maintenance has occurred for Conservation Lands but it has not reflected the unique sensitivity of the properties or their potential for sustainable development. A long range maintenance plan is necessary and crucial for the public to support conservation and tourism development returns

Some maintenance functions may be assumed by a Friends group or non-profit organizations under a Memorandum of Understanding process with the County. This exceptionally cost effective approach works well on certain properties and these successes can be repeated elsewhere. Contractual arrangements may be reached for routine maintenance. Friends groups also require coordination from County staff. A Friends Group Coordinator is needed to ensure these valuable assets are put to the maximum, productive use.

Use Management

Commercial concerns and recreational users may request to use Conservation Lands. A system should be created to determine what activities are acceptable in terms of types, duration, and intensity of use.

It may be possible with some properties to privatize the operation of certain activities. Private operators could build what facilities are needed and charge the public for use. Contractual arrangements could protect both the Counties interest and the health of sensitive resources. All profits from such use should be returned to the Conservation Department for program promotion.

A Conservation Lands Capital Improvement Plan

The Conservation Department should prepare a Conservation Lands Capital Improvements Plan for approval by County Council. The Capital Plan would include improvements to the properties, financing sources and other management needs. The preparation of this plan would be an excellent opportunity to gather community input.

Drafting an Operational Budget

The operation and improvements of Conservation Lands will require an annual budget that reflects the cost of operating facilities. Given some revenues will be derived from Conservation Lands; the County should dedicate all such revenues to the operation and development of the program. This will build an entrepreneurial spirit into the operation of the Program.

Resources for Passive Parks and Property Management

Conservation Lands can be acquired via a number of revenue sources. Funding from the County can be combined with contributions or matched grants from the US Department of Agriculture, SCDNR, local municipalities; Non-Governmental Organizations (NGO's), landowner contributions and charitable gifts can form effective partnerships for conservation. These types of arrangements have been highly successful in other areas.

Richland County should consider a variety funding scenarios and sources. The following is a list of funding options for operational costs:

Direct Appropriation from Richland County

Richland County Council could choose to fund development and operations of the properties through direct appropriations from its general fund. This is the primary method for funding County Departments and functions under the normal budgeting authority of South Carolina local governments.

Dedicated Millage for Park Development and Maintenance

Many government agencies operate with a special millage dedicated to a specific purpose. The Conservation Commission currently receives a one-half mill for its activities. An additional special millage for Conservation Lands operations and maintenance could be placed on tax bills, allowing citizens to see what they are funding. County Council would continue to approve budget, personnel and administrative operations for the service.

The Richland County Recreation Commission receives dedicated funding for operations and maintenance of facilities. If facilities were transferred to the control of the Conservation Department a portion of that millage funding could be transferred for maintenance of the properties. County Council is statutory obligated for five mills and currently approves 12.8 mills to the Recreation Commission.

Some revenues are restricted for capital needs:

Infrastruutre Sales Tax – The Penny Program

Richland County voters in 2014 approved a one cent sales tax to fund infrastruutre projects. Included in the billion dollar revenue source was \$80,888,356 for bike/pedestrian/greenways.

Capital Bonding Authority Richland County

Improvements to Rural and Critical properties could be funded through the normal bonding authority of Richland County. Local governments regularly use General Obligation Bonds to advance funding for capital projects.

Impact Fees

Richland County may include recreation in a fee it collects on new commercial and residential development. These fees are assessed to help pay for the roads, fire service, libraries and parks that new residents place on the county. Revenue from these impacts can be used for capital projects on Conservation Lands.

Richland County collects a Hospitality Tax from users who visit the Midlands hotels and restaurants. These funds can be used for development of Conservation Lands, which could be useful tourism development resources.

Some revenues can be used for capital needs or operational costs:

Property Revenue Sources

The unique qualities of Conservation Lands lend themselves to a series of activities that will produce revenues to develop, maintain and operate the properties. While no properties were acquired with revenue in mind, some properties have limited potential for generating direct economic activity.

An important point to understand is no activity is recommended that compromises the conservation values of the property or surrounding area. Conservation Lands were acquired to protect these important values the community has deemed important.

User Fees

Some revenue will be generated through charging fees to users. The rationale behind user fees is that those who use specific services and facilities should pay for a larger portion of the costs, rather than require taxpayers who never use the amenities to assume the entire cost.

Timber Sales and Agriculture

Richland County can have a Conservation Lands Program that is ecologically sustainable and revenue generating. Timber proceeds generate revenue and are a frequent source of revenue for all types of. Several properties have stands of timber that should be harvested and managed for the ecological health of the property.

Rental

Some Conservation Lands with buildings or productive features may be rented to special groups. With responsible usage policies and procedures, land, homes, structures, barns, etc. could be rented.

The facility at Pinewood Lake Park is a perfect example. This property will have nature trails, interpretive facilities, while a standing building is rented to partners and non-profit organizations. These renters also provide an on-site presence that helps secure the property.

Governmental Grants

Several State and Federal agencies provide grants that will help develop Conservation Lands or match County funds to further leverage existing dollars. Some examples of these funds are:

The United States Department of Agriculture has a cost share program available to help manage Conservation Lands. County properties are eligible for this cost share.

The Land and Water Conservation Fund is a federally funded reimbursable grant for acquisition or development of land for public outdoor recreational use purposes.

The South Carolina Department of Parks, Recreation and Tourism (SCPRT) has several grant programs that can assist development of Conservation Lands. One popular SCPRT grant is the Recreational Trails Program, a federal-aid assistance program designed to help States provide and maintain recreational trails.

There is also Park and Recreation Development Fund (PARD) available from SCPRT. The PARD grant program is a state funded non-competitive reimbursable grant program for eligible local governments.

The SCDNR Water Resources Fund is available for projects that provide water recreational activities or facilities for public use. Included in the list of possible activities are installations or improvements to public boat landings and development of fishing access.

Philanthropic Sources

A Conservation Lands Program has the potential to attract strong support from philanthropic and other charitable giving sources. Opportunities for charitable giving can build loyalty to the Program and make voters feel connected to conservation in Richland County.

Park Foundations

The development of a park foundation is a good option for the Conservation Lands Program. A Conservation Lands Foundation could raise funds to help with educational programs, capital projects and fundraising and set up Endowments or Dedicated and Restricted Funds for land management.

Friends Groups

Friends Groups are individual nonprofit organizations that support a specific property with time, expertise, and privately-raised funds. As champions of parks or natural areas, Friends Groups frequently engage area communities in the park and provide financial support and volunteer time.

Section 4. Recommendations

Richland County should move toward a Conservation Lands Program that focuses on stewardship and public access and use of its resources. In doing this, it can meet many needs and fulfill many goals.

Recommendation. County Council should endorse the Conservation Department's mission to embrace maintenance and public use of its Conservation Lands.

Recommendation. The Conservation Department should adopt three elements of stewardship: Sustainability, Multiuse and Revenue Generation.

Recommendation. The Conservation Department should improve its management of property by institutionalizing gate policy and keying, boundary marking and rules, monitoring and enforcement, and clarify law enforcement responsibilities on Conservation Lands.

Recommendation. The Conservation Department should develop resource management plans for its Conservation Lands where appropriate.

Recommendation. The Conservation Department should pursue contractual arrangements with private providers to maintain Conservation Lands.

Recommendation. The Conservation Department should prepare a 5 year Conservation Lands Capital Improvements Plan.

Recommendation. The Conservation Department should embrace and coordinate the Friends Groups system to meet maintenance and volunteer needs.

Recommendation. A revolving fund should be established where all proceeds from the Conservation Lands should be used to operate the Stewardship and development program, development, and practices.

Recommendation. The Conservation Department should prepare an operational budget from all revenue sources to include two positions, a land manager and volunteer coordinator.

Recommendation. All County and County affiliated properties should be examined for inclusion in the Conservation Lands Program.

Recommendation. A Conservation Lands Foundation should be begun to help with funding opportunities with the Conservation Lands Program.

Recommendation. The recently purchased Mill Creek Property and Pinewood Lake Park should be used as models for bringing the Conservation Lands Program into the new phase.

4. Attachments

Attachment A

RCCC Acquisitions

FLC #1	Richland County	3.2
FLC #2	Richland County	2.64
FLC #3	Richland County	6.91
FLC #4	Richland County	11.23
FLC - Jackson Creek	Richland County	1.01
Longtown/Mungo	RCCC	236
Insight Dev./Scott Bolo	Richland County	2.96
		263.95

Richland County Cons. Properties

Broad River Mitigation Bank	Richland County	164
MacGregor	Richland County	71.58
Caughman/Pinewood Lake	Richland County	44
Cabin Branch	Richland County	604
Mill Creek Mitigation Bank	Richland County	1786
		2669.58

Pending
Mil Creek Upper Tract
Kiser
Mungo Cabin Branch

Attachment B: RCCC Easement Summary

Name	Landowner	Acres
Connor Trust	Carol's Sanctuary LLC	29.17
Country Properties	Jim Podell	9.66
GP Monroe (1)	G. P. Monroe	70.41
FD Monroe (1)	Delano Monroe	95.19
Greenhill Parish (DAK I LLC)	John Kirk	43.06
Eleazer	John Eleazer	63.18
SB Communities(Killian/Hester Woods)	Steve Corboy	45.32

GP Monroe (2)	GP Monroe	17.49
Clark (1)	Kenneth Clark	18.47
Koon	David Koon	47.03
Bollinger	Cindy Bollinger	20.75
Kingston Ridge (BDH Prop. LLC)	George Delk	19.97
Mullis	Kenny Mullis	75.29
Neal	J. P. Neal	57.57
Clark (2)	Kenneth Clark	9.64
Cottonwood, LLC	Jeff Brown	55.95
Ganus	Mildred Ganus	14
Troutman	Roger Troutman	7.62
C.W. Haynes	Bobby Haynes	69.85
Pearson	Ralph Pearson	6.72
FD Monroe (2)	Delano Monroe	34.4
Pebble Creek		
Atkinson	Gary Atkinson	13.23
DuRant	Billy DuRant	9.87
Hightower	Richard Campbell	5.51
Mattox	Judy Mattox	4.63
Wilson	Dustin Mowery	5.38
Kilpatrick	Mike Kilpatrick	6.85
Wooster	Debbie Wooster	3.62
Spring Valley	Spring Valley HOA	23.97
Hopkins Oldfield 1	Ted Hopkins	60
Hopkins Oldfield 2	Ted Hopkins	60
Hopkins Pincushion	Ted Hopkins	251
	Total	1254.88

Attachment C:

Richland County High Priority Greenways

The cost estimates for the greenways are only at the planning-level cost estimates of \$98.00/linear foot and include design and construction engineering, construction, and a contingency. Right of way is **not** included. Assumptions are the paths will be 8 to 10 feet wide paved surface, lighted, signed, and provided with call boxes, and grass shoulders.

GREENWAY PROJECTS	LOCATION	FEET	MILES	COST
Crane Creek	Monticellow Road near -20 to Three Rivers Greenway system.	15,733	3.0	\$1,541,816
Crane Creek	Secondary Branch leading to Smith Branch Greenway System.	4,697	0.9	\$460,315
Crane Creek	Crane Forest	8,101	1.5	\$793,908
Gills Creek	South end of Lake Katherine at Kilbourne Road to Congaree River	22,920	4.3	\$2,246,160
Gills Creek	Along Wildcat Creek and Fort Jackson Perimeter parallel to Leesburg Road	28,427	5.4	\$2,785,897
Smith/Rocky Branch	Link existing Three Rivers Greenway to Clement Road	4,400	0.8	\$431,183
Smith/Rocky Branch	Smith Branch to Colonial Drive	14,442	2.7	\$1,415,316
Smith/Rocky Branch	Rock Branch to Haywood Street	9,195	1.7	\$901,122
Three Rivers Greenway Extension	The Saluda Riverwalk from I-26 to Congaree River where the Saluda and Broad River Joins	15,122	2.9	\$7,902,242
Three Rivers Greenway Extension	Bridge over the Broad River under I-126 Bridge	2,718	0.5	
Three Rivers Greenway Extension	West Cola Through LPA North side of Elmwood Avenue connection to Three Rivers Greenway without having to cross Elmwood Avenue or Huger Street.	1,624	0.3	
Three Rivers Greenway Extension	West Cola Through LPA Links Gervais Street access point to Granby Park.	5,993	1.1	
Three Rivers Greenway Extension	West Cola Through LPA	3,601	0.7	
Lincoln Tunnel Greenway	Abandoned rail tunnel linking Finley Park to Earlewood Park to the north	9,109	1.7	\$892,739
Dutchman Blvd Connector	Connects Dutchman Blvd. to	1,074	0.2	\$105,196
Columbia Mall Greenway	A Greenway which bypasses the congested areas around the Columbia Mall	6,617	1.3	\$648,456
Polo/Windsor Lake Connector	Connects Polo Road to Windsor Lake Blvd.	3,934	0.7	\$385,545
Gills Creek North Greenway	From to Trenholm Road to Lake Katherine	3,517	0.7	\$344,667
Woodbury/Old Leesburg Connector	connects Woodbury Drive with Old Leesburg Road	1,186	0.2	\$116,217
Subtotal		162,411	30.8	\$20,970,779

EXHIBIT A

Maintenance Expectations

It is expected the Crane Creek Trail Park will be maintained in the same manner as all other parks operated, managed and maintained by RCRC. Acceptable maintenance of the Crane Creek Trail Park shall include, at a minimum, the following tasks:

- Lawn care, to include mowing, weed removal, fertilizing and watering
- Landscaping, to include reseeding, re-sodding, laying of mulch and/or pine straw, aerating, disease control and other tasks as required for plant health
- Trash collection
- Rubberized track inspection, maintenance, repairs and removal of debris
- Pruning and maintenance of trees and bushes to include removal of dead/dying ones
- Maintenance of picnic shelters and pavilions, to include slabs, tables, grills, posts, roofs, etc.
- Blowing leaves away from water drains
- Inspection and maintenance of irrigation sprinkler system
- Inspection and maintenance of stormwater drainage system, to include annual backflow testing
- Upkeep of lights
- Annual entrance plantings to keep curb appeal
- Upkeep of signage
- Oversee group use of shelters and pavilions

3. In all other respects, the MOU shall remain in full force and effect.

4. This Addendum and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

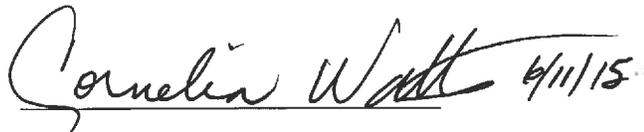
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

RICHLAND COUNTY
RECREATION COMMISSION


Executive Director

WITNESSES:

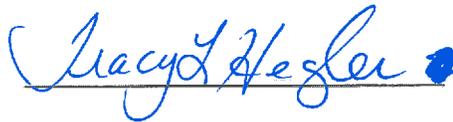
 6/11/15

 6/11/15

RICHLAND COUNTY


County Council Chair

WITNESSES:





Richland County Attorney's Office

Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM #8-1

To Richland County Council
From Gerald Seals, Interim County Administrator
Date August 24, 2016
Subject Pinewood Lake (Phase I and II)

Introduction

The Pinewood Lake project has been stalled. This memorandum shares the result of my review of all matters that attend to the Pinewood Lake project. At issue are:

- What is the genesis of the procedural inconsistencies that occurred in Phase I?
- How may the County complete Phase II?
- Should the County solicit "Phase II" of the Pinewood Lake project or proceed with Chao & Associates?

Central to this project's peradventure is the use of the term "Phase I/Phase II." This is a familiar standard construction term with a nuanced meaning when the construction approach is "design-build." Thus, this memorandum includes a brief, hopefully informative, definitional discussion of "design-build." This memorandum also shares the solution I intend to implement and the rationale undergirding that solution.

History

County Council voted on July 23, 2013 to proceed on Pinewood Lake, as follows:

"Staff will work with the consultants on the project components selected by the Committee (\$1.4M) for Phase I of the project."

Following that vote, the County's then procurement officer issued a notice to proceed ("NTP") to Chao & Associates to begin work on Phase I. Chao & Associates began its work during September 2013.

For reasons that are unclear, the project was not solicited pursuant to the County's procurement code. Additionally, the County never executed a separate contract with Chao at that time.

It appears that Chao may have completed "Phase I" without a contract (a review of the archives reveals no contract) to do the work, but instead proceeded pursuant to the NTP only. The facts of this transaction are difficult to completely ascertain as the Procurement Director and the Assistant County Administrator who originally dealt

with this issue are no longer employed with the County. It is possible that the NTP was related to a contract with Chao executed in 2010, but the NTP does not reference the contract (as it should), and the 2010 contract does not state that it is a "Master Contract" of any kind. Again, without documentation or employee statements, it is difficult to determine the circumstances surrounding the lack of proper solicitation and contract for "Phase I."

When Chao began work, the company completed, pursuant to "design-build," a "Conceptual Design" for Pinewood Lake that was for "Phases I and II." After completing Phase I, Chao also completed the restroom project, pursuant to a 2015 "Master Agreement" with Chao and an executed task order.

"Phase II" consists of:

- the larger part of the project; and,
- an amphitheater, boardwalk, community center and picnic shelters.

Based on the "design-build" concept and given that County Council approved the project as a "design-build" project, Chao contends it should proceed with Phase II. Again, it should be noted that Chao completed the overall conceptual design and part of the construction.

Design-Build Discussion

Design-Build by definition is a project delivery system in which the design and construction services are contracted by a *single* entity or contractor for the duration of the project. You don't have normal phases in a design-build project because with design-build the "phases" overlap which thus create the quicker timeline for construction. A design-build project has 5 primary phases:

- Selecting a design-builder,
- Pre-construction assessments,
- Architectural design,
- Construction and
- Post-construction.

Findings

- A typical design-build project is not "phased" the way that this project was previously phased where part of the development activity was in "Phase I" and additional development activities were pushed to "Phase II".
- That County at least implicitly accepted the Chao conceptual design tends to support all contentions that Chao is the contractor for the "design-build" project.
- If the County solicits Phase II, per the requirements of the procurement code, the County will lose money and time.
- Chao could protest (or file a lawsuit) if it doesn't win the contract (based on the

above), or at the very least, the County will have to pay Chao for the design work it completed on Phase II.

- If the County pays Chao for design work, it will then double pay, as the new contractor will do its own design work. It is very difficult for another contractor to implement the design work pursuant to “design-build” work of a prior contractor.
- The estimated cost for design alone could be anywhere from \$270,000 to \$310,000 (or 8-12% of project costs).
- The time involved for developing an RFP, opening the solicitation, reviewing the proposals, making a recommendation to Council, executing a contract and beginning the new design is estimated at a minimum of nine (9) months.
- Additionally, Phase II, if solicited, would be under a design-bid-build method, which also extends the total project time.

Next Steps

Based on the above, it appears the least complicated and cost efficient path forward is to proceed with Chao for the remainder of the project. Aware of the inadequacies attendant to the procurement of the “design-builder” for this project, I have directed a review of the procurement process be completed by November 16, 2016 with corrective action. Accordingly, in order for County Council to digest these findings and determine whether or it desires to set this matter for further review, I have delayed directing action until September 20, 2016. On September 23, 2016, I intend to direct that this project proceed as follows:

- Utilized the 2015 Master Agreement to issue a NTP to Chao & Associates.
- Direct that Chao & Associates mobilize within 10 days of the Notice to Proceed
- Direct that Chao & Associates complete Pinewood Lake Park so that it will be fully open to the public within 15 months of the Notice to Proceed, which is approximately the end of December 2017.

In the Spirit of Excellence,



Gerald Seals
Interim County Administrator

Richland County Council Request of Action

Subject:

Solid Waste & Recycling Department: Solid Waste Curbside Collection and Transportation Contracts for Service Areas 3 & 6

Richland County Council Request of Action

Subject: Solid Waste & Recycling Department: Solid Waste Curbside Collection and Transportation Contracts for Service Areas 3 & 6

A. Purpose

On May 17, 2016, County Council voted to end both solid waste curbside collection contracts (Service Areas 3 & 6) with Advanced Disposal Services on December 31, 2016 due to their substandard performance. Written notice of the non-renewal of the contract for Service Areas 3 and the termination of the contract for Service Area 6 were sent to Advanced Disposal Services on June 8, 2016. See maps of service areas – Exhibits A & B.

Thus, County Council is requested to authorize the negotiation- and/or award of curbside collection contracts for Service Areas 3 & 6 and bring the final contract back to County Council to avoid any potential disruption to garbage service in those service areas given the contracts with Advanced Disposal Services end at the end of the 2016 calendar year.

B. Background / Discussion

Richland County started providing county wide curbside collection and transportation in January of 1984. The County currently provides curbside collection and transportation service for County residents through five contracted haulers in eight service areas. The services provided include the collection of household trash, yard waste, bulk item collection and recycling to over 85,000 homes.

The existing curbside collection contracts for Service Areas 3 & 6 are scheduled to end December 31, 2016 pursuant to the aforementioned Council action on May 17, 2016. Both contracts are currently held by Advanced Disposal Services (ADS). The ADS contract for Service Area 3 was not renewed after two years as allowed by the terms of the contract due to prolonged poor service involving substantial contractually defined performance fines (see Exhibit C). The contract term was two (2) years with three (3) one-year renewal options. The ADS contract term for Service Area 6 was five (5) years but was terminated one year early due to prolonged poor service involving substantial contractually defined performance fines (see Exhibit C). Notification of non-renewal of the contract for Service 3 and termination of the contract for Service Area 6 was provided to ADS on June 8, 2016.

Subsequently, the County's advertised the solicitation for the curbside collection contracts on June 27, 2016. Six (6) firms submitted responses; all six responded to both service areas. Responses for the solicitations closed July 20, 2016 for Service Area 3 and July 21, 2016 for Service Area 6. The following companies submitted bid packages.

- Advanced Disposal Services (current hauler for Service Areas 3 & 6)
- Allwaste Services (current hauler for Service Area 1)
- Ard's Container Service
- Capital Waste Services (current hauler for Service Area 5A)
- Goode Companies
- Waste Pro

Three county employees were selected by Procurement to perform independent evaluations of the submittals based on the criteria described in the solicitation. The evaluation panel scoring was tabulated by Procurement and combined with the cost weighting as determined by Procurement. Capital Waste Services ranked first and Allwaste Services ranked second for both service areas contracts based on the ranking criteria. See Exhibits G and H.

The terms of the two new contracts are not to exceed five (5) years each without authorization of Council. See table of contract terms and annual values for all service area contracts - Exhibit D. See draft contracts, Exhibits E & F, that were presented to vendors as part of the solicitation.

C. Legislative / Chronological History

- In July 2014, Council voted to extend the contract with Advanced Disposal Services for Service Area 3 for two years to end December 31, 2016 with an option to extend the contract for three additional one-year terms.
- Council approved the contract for Service Area 6 in 2012 to run five years ending December 31, 2017. By vote of Council the contract was amended to remove the yard waste bagging requirement in October of 2013 to become effective January 1, 2014.
- On May 17, 2016, Council voted to end both contracts (Service Areas 3 & 6) with Advanced Disposal Services on December 31, 2016 due to substandard performance. Written notice on non-renewal of the contract for Service Areas 3 and termination of the contract for Service Area 6 were sent to Advanced Disposal Services on June 8, 2016.

D. Alternatives

1. Authorize staff to negotiate the unit costs in each contracts for curbside collection services with Capital Waste Services and Allwaste Services Incorporated for service areas 3 & 6, respectively. Staff will bring back the negotiated contract to County Council for approval. This alternative will assist in facilitating discussions with the potential vendors to negotiate the costs associated with the services in a manner that is in the best interest of the County and its residents. Due to the time line for acquiring equipment as it relates to the expected service initiation date of January 2, 2017, it is requested of Council that the negotiated contract not be directed to go back through committee but rather directly back to Council for consideration and potential award.
2. Do not authorize staff to either negotiate the contracts or award the contracts for curbside collection services with Capital Waste Services and Allwaste Services Incorporated for service areas 3 & 6, respectively. This alternative will significantly delay the identification of vendors to provide curbside collection services in service areas 3 & 6. This may result in a gap for providing curbside collection services in service areas 3 & 6 as the contract with ADS for providing services in these areas will end on December 31, 2016. If Council selects this alternative, Council may have to consider extending the two existing contracts with ADS until a vendor is selected and has time to acquire the necessary equipment and staff to provide service.

3. Award the contracts for Service Areas #3 & #6 as bid. If alternative selected, the price per household cost provided by the vendors' bids will be finalized and the contracts for the services will be executed.

E. Final Recommendation

Approve Alternative 1. Authorize staff to negotiate the contracts for curbside collection services with Capital Waste Services and Allwaste Services Incorporated for service areas 3 & 6, respectively. Staff will bring back the negotiated contract to County Council for approval on October 18. This alternative will assist in facilitating discussions with the selected vendors to negotiate the costs associated with the services in a manner that is in the best interest of the County and its residents.

If Council approves this recommendation, the next step is:

- Negotiate to see if we can get a lower unit price from each hauler.
- Present the award of the contract to Council for approval

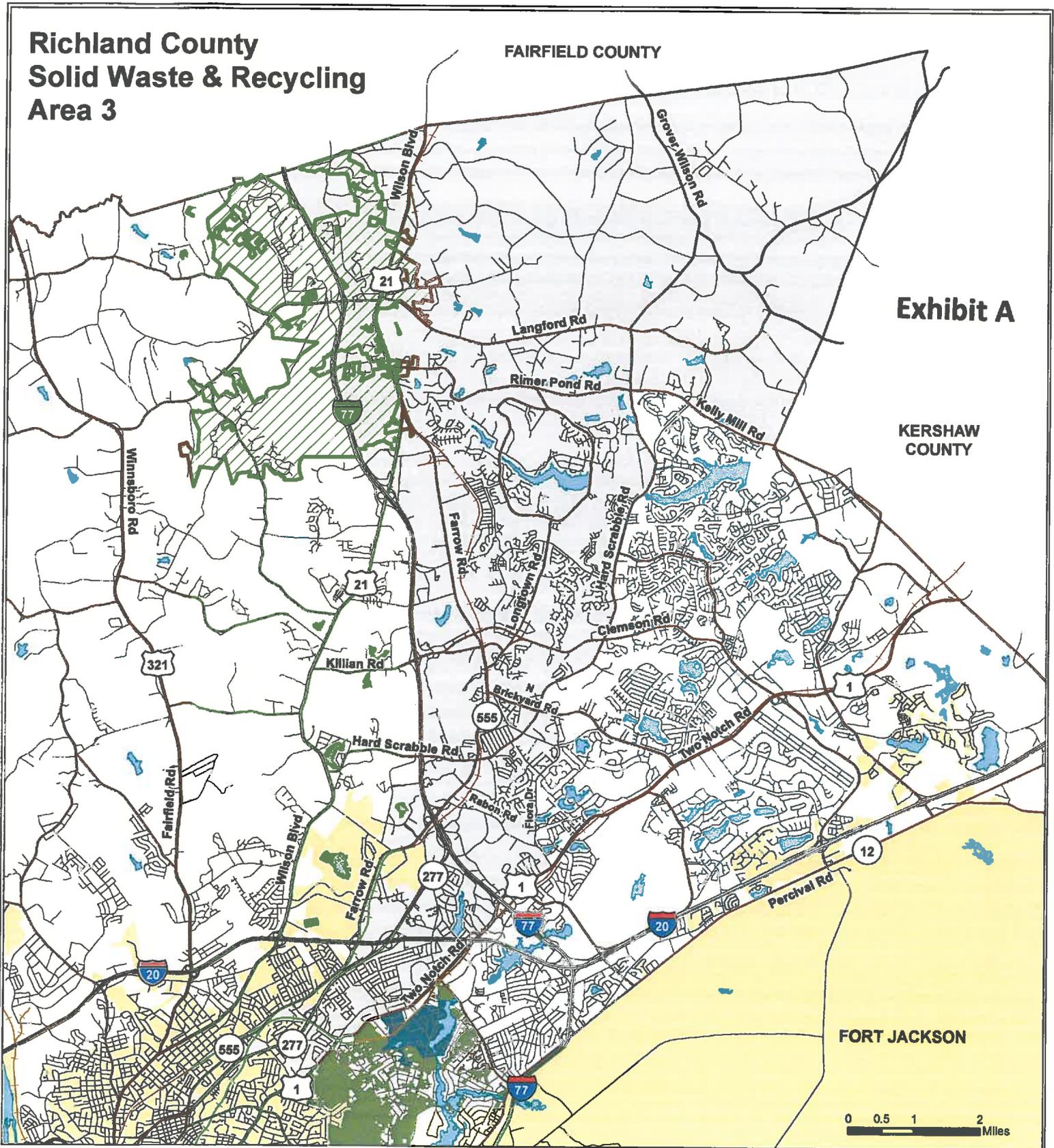
Richland County Solid Waste & Recycling Area 3

FAIRFIELD COUNTY

Exhibit A

KERSHAW COUNTY

FORT JACKSON



Legend

Area 3

Municipalities

-  Blythewood (RC Collection)
-  Columbia
-  Arcadia Lakes
-  Forest Acres



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

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400 Powell Rd.
Columbia, SC 29203

Richland County Solid Waste & Recycling Area 6

Exhibit B

- Legend**
- Area 6
 - Municipalities**
 - Arcadia Lakes
 - Columbia
 - Eastover
 - Forest Acres
 - Railroad



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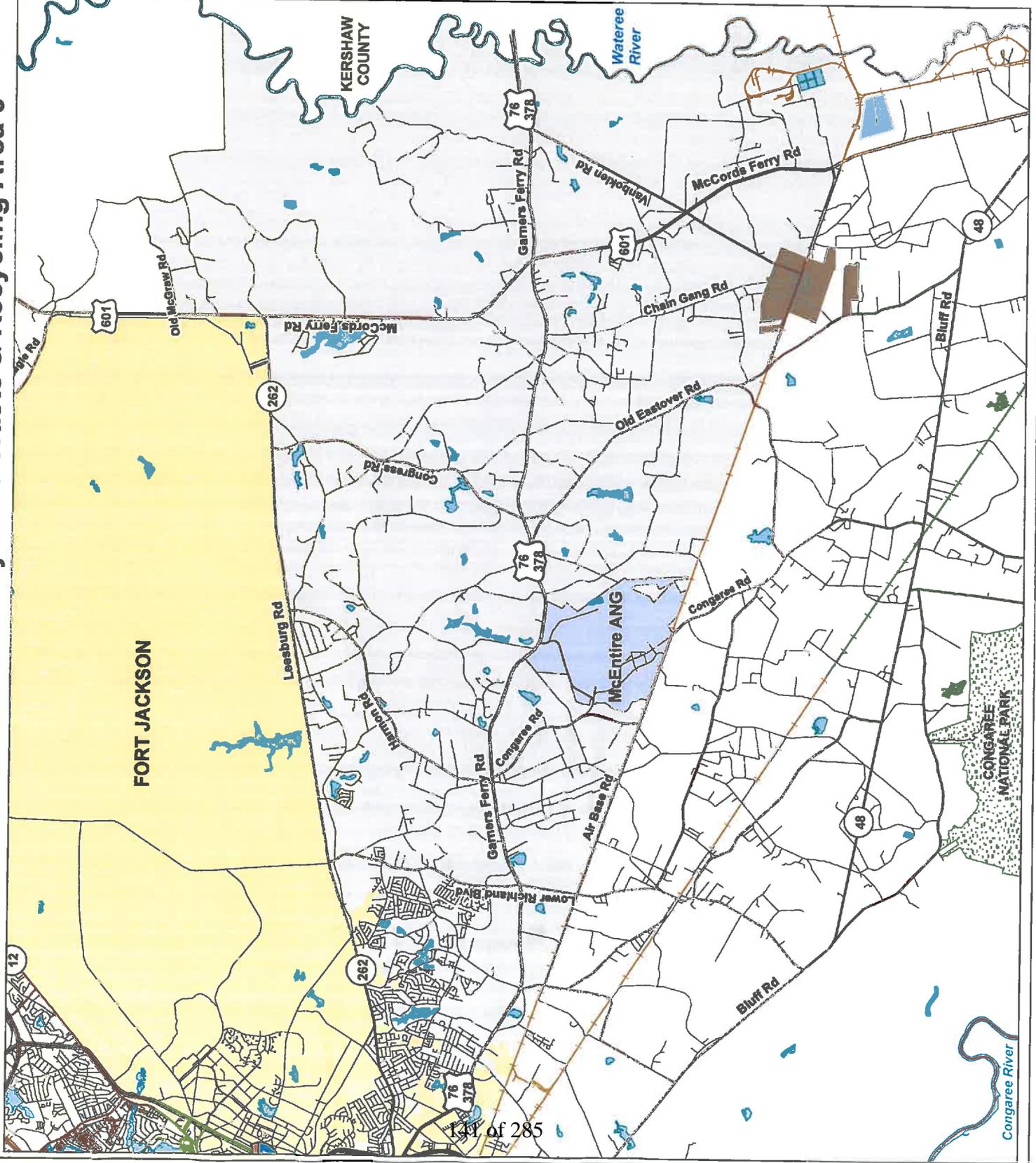


Exhibit D

CONTRACT PERIODS AND ANNUAL VALUE

	Service Area	Contract End Date	Current Annual Contract Value *	Current Monthly Rate	January 2017 Monthly Rate	January 2017 Advanced Disposal Rate
Allwaste Services	1	31-Dec-19	\$4,641,120	\$21.32	\$22.07	
Waste Industries	2	31-Dec-17	\$2,174,340	\$18.64	\$19.29	
(Capital Waste Services)	3	31-Dec-21	\$3,546,900	\$20.32	(\$20.75) proposed	\$21.03
Waste Industries	4	31-Dec-19	\$4,943,640	\$21.43	\$22.07	
Capital Waste Services	5A	31-Dec-18	\$2,862,000	\$19.92	\$20.62	
Johnson's Garbage Service	5B	31-Dec-18	\$433,200	\$21.23	\$21.97	
(Allwaste Services)	6	31-Dec-21	\$2,318,820	\$18.10	(\$19.95) proposed	\$18.73
Johnson's Garbage Service	7	31-Dec-18	\$1,544,100	\$21.23	\$21.97	

*Based on July 2016 Payments

Exhibit E
SAMPLE CONTRACT
SERVICE AREA #3 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this _____ day of _____, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and <NEW VENDOR NAME> whose address is _____ hereinafter referred to as Contractor. This Contract shall become effective January 1, 2017. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #3.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

- B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who have authority to act on the behalf of the County to make binding decisions with respect to this Contract.
- C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and contractor performance during the life of this Contract.
- D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "<NEW VENDOR NAME>."
- E. "Contractors Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Richland County Government", South Carolina hereinafter will be referred to as "County".
- I. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-consultant or any third party for the purpose of obtaining services as agreed under this Contract.
- J. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #3 provided under this Contract:

- Age Discrimination in Employment Act of 1967
- Americans with Disabilities Act (ADA)
- Disabled and Vietnam veteran employment
- Disadvantaged Business Enterprise (DBE) Program
- Environmental Protection Agency Regulations
- Equal Employment Opportunity
- Fair Labor Standards Act
- Occupational Safety and Health Administration (OSHA)
- Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.
- SC Department of Health and Environmental Control (DHEC) Regulations
- SC Drug Free Workplace Act
- SC Illegal Immigration and Reform Act
- US Citizenship and Immigration Service Employment Eligibility Verification Program

3. ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a

higher tier subcontractor.

- B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:
- 1) Providing or attempting to provide or offering to provide any kickback;
 - 2) Soliciting, accepting, or attempting to accept any kickback; or
 - 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

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

8. AUDIT AND RECORDS

- A. As used in Section 8, "records" Includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:
- 1) The proposal for the modification;
 - 2) The discussions conducted on the proposal(s), including those related to negotiating;

- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide Information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood

or actual occurrence of an event described herein.

14. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Contract, any dispute concerning any question of fact or law arising under this Contract that is not disposed of by agreement between Contractor and the County shall be decided in accordance with the then current ordinances of the County, the laws of the State of South Carolina, and Federal Law.

15. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

16. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

17. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

18. INSURANCE

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

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad at the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

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

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

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

7 of 30

INITIALS: COUNTY _____ <VENDOR> _____

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

19. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

20. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

21. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

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

Contractor: **<NEW VENDOR NAME>, <ADDRESS>**

22. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

23. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation

(including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

24. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

25. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2021, commencing January 1, 2017, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

26. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

27. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor

shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

28. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

29. QUALIFICATIONS:

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this Contract. Contractor certifies that they are able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such Investigation, as he deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at anytime throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

30. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #3 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, Integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking Into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #3.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

31. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #3 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

32. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

33. SOUTH CAROLINA LAW CLAUSE:

The Contractor must comply with the laws of South Carolina and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

34. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

35. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

36. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor In reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 36.D, 36.E and 36.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the Information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. *Common parent.*

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

37. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

38. Sale of Contract

This Contract shall not be sold or transferred to another party without the expressed written consent of the County. . Furthermore, the Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of <NEW VENDOR NAME>. during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

39. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #3

This Contract Including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

No contract hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective **January 1, 2017**.

_____ NOT USED _____

<NEW VENDOR NAME>

Print/Type Name of Agent:

Title of Agent:

Authorized Agent Signature:

Date:

Print/Type Name of Attestor:

Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent:

Title of Agent:

Authorized Agent Signature:

Date:

Print/Type Name of Attestor:

Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #3

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #3 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes racking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler may utilize the software and hardware to its full extent to run their operation provided they share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #3 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll

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INITIALS: COUNTY _____ <VENDOR> _____

- cars from pay when determined by the County to be the fault of the Contractor;
- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #3:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #3	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$<__BID__>
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment Schedule	
For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	
For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.	

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and the <insert Contractor's names> so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste

collection vehicles or use' in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12. regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #3 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday

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through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as

to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road signs a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County

Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the

termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the

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county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.

- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:
 - First offense - \$1,000.00
 - Second offense - \$2,000.00
 - Third offense – \$5,000.00
 - Fourth offense - Termination of this Contract
- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services; a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds

laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

Exhibit F
SAMPLE CONTRACT
SERVICE AREA #6 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this _____ day of _____, 2016, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and <NEW VENDOR NAME> whose address is _____ hereinafter referred to as Contractor. This Contract shall become effective January 1, 2017. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #6.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract shall mean any and all technical and non-technical information and proprietary information of the County (whether oral or written), scientific, trade, or business information possessed, obtained by, developed for, or given to Contractor which is treated by County as confidential or proprietary including, without limitation, research materials, formulations, techniques, methodology, assay systems, formula, procedures, tests, equipment, data, reports, know-how, sources of supply, patent positioning, relationships with contractors and employees, business plans and business developments, information concerning the existence, scope or activities of any research, development, manufacturing, marketing, or other projects of County, and any other confidential information about or belonging to County's suppliers, licensors, licensees, partners, affiliates, customers, potential customers, or others.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who have authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "<NEW VENDOR NAME>."

E. "Contractors Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

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- F. "Person," as used in this Contract, means a firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual.
- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Richland County Government", South Carolina hereinafter will be referred to as "County".
- I. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-consultant or any third party for the purpose of obtaining services as agreed under this Contract.
- J. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual other than the Contractor, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #6 provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

3. ADVICE

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided directly or indirectly to any Prime Contractor / General Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" means a contract or contractual action entered into by the County for the purpose of obtaining goods, supplies, materials, equipment, vehicles, construction or services of any kind.

"Subcontract" means a contract or contractual action entered into by a General Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor" means (1) any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a

higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which prohibits any person from:

- 1) Providing or attempting to provide or offering to provide any kickback;
- 2) Soliciting, accepting, or attempting to accept any kickback; or
- 3) Including, directly or indirectly, the amount of *any* kickback in the contract price charged by a General Contractor to the County or in the contract price charged by a subcontractor to a General Contractor or higher tier subcontractor.

C. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

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

8. AUDIT AND RECORDS

A. As used in Section 8, "records" Includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

B. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- 1) The proposal for the modification;
- 2) The discussions conducted on the proposal(s), including those related to negotiating;

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INITIALS: COUNTY _____ <VENDOR> _____

- 3) Pricing of the modification; or
- 4) Performance of the modification.

C. Availability. The Contractor shall make available at its office at all reasonable times the materials described in paragraph 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.
- 2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.

D. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this Contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

Contractor agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood

or actual occurrence of an event described herein.

14. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Contract, any dispute concerning any question of fact or law arising under this Contract that is not disposed of by agreement between Contractor and the County shall be decided in accordance with the then current ordinances of the County, the laws of the State of South Carolina, and Federal Law.

15. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period, the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

16. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

17. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder.

18. INSURANCE

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

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

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

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

F. Certificates of Insurance

Contractor shall furnish the County at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed:

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INITIALS: COUNTY _____ <VENDOR> _____

Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202.

Richland County Government shall be named on the policies as certificate holder. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

19. LICENSES, PERMITS AND CERTIFICATES

The Contractor at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Contract.

20. NON-APPROPRIATIONS

This Contract shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

21. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and;

Either party may change its address by written notice within ten calendar days to the other.

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

Contractor: **<NEW VENDOR NAME>, <ADDRESS>**

22. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

23. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation

(including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Contractor shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

24. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

25. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2021, commencing January 1, 2017, unless Contract is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

26. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The Contractor shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

27. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor

shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

28. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

29. QUALIFICATIONS:

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this Contract. Contractor certifies that they are able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such Investigation, as he deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at anytime throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

30. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #6 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;
- Contractor must possess and demonstrate character, Integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking Into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #6.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

31. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #6 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

32. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

33. SOUTH CAROLINA LAW CLAUSE:

The Contractor must comply with the laws of South Carolina and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

34. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

35. SUBCONTRACTS:

Contractor shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Contractor proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor(s), with the proposed scope of work, which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

Neither this provision, this Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall create any contractual relationship between any subcontractor and the County. Contractor shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract for default, without notice or opportunity for cure.

In addition, Contractor indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

36. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor In reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 36.D, 36.E and 36.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the Information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
- Contractor is an agency or instrumentality of a foreign government;
- Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. *Common parent.*

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

37. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

38. Sale of Contract

This Contract shall not be sold or transferred to another party without the expressed written consent of the County. . Furthermore, the Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of <NEW VENDOR NAME>. during the term on this contract. Failure to provide such written notice shall result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

39. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #6

This Contract Including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

No contract hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective January 1 2017.

_____ NOT USED _____

<NEW VENDOR NAME>

Print/Type Name of Agent:

Title of Agent:

Authorized Agent Signature:

Date:

Print/Type Name of Attestor:

Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY GOVERNMENT

Print/Type Name of Agent:

Title of Agent:

Authorized Agent Signature:

Date:

Print/Type Name of Attestor:

Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #6

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #6 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or side street but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.

- 4) Bulk item collection by appointment.
 - 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes racking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Collection of bulk items by appointments for residents and approved small businesses shall be performed as follows:
- 1) There are no limits to the number of bulk item appointments or the quantities as long as the items come from a location eligible for curbside service.
 - 2) Bulk items shall be collected by appointment when placed adjacent to the curb.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;
 - 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
 - 5) All bulk items shall be transported to the County designated disposal or recycling facility.
 - 6) Contractors shall not charge households for any appointment.
- E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.

- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant which can easily fit into the garbage roll cart; Remodeling debris is not deemed incidental.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.

- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved

small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.

- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor shall take all measures practical to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler may utilize the software and hardware to its full extent to run their operation provided they share the monthly service charges with the County including mobile data uploading. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #6 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #6 shall be adjusted monthly by the COR to account for additions and deletions of eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;
- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll

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- cars from pay when determined by the County to be the fault of the Contractor;
- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #6:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

Service Area #6	
Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections.	\$< __BID__ >
Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items.	1.8 times the Unit Collection Rate
Annual Consumer Price Index (CPI) Adjustment	Percentage Adjustment, up or down, to the Unit Collection Rate effective January 1 of each calendar year based on the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted.
Fuel Base Rate* is \$3.80 per gallon	Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month.
Monthly Fuel Adjustment	
Monthly Fuel Adjustment Schedule	
<p>For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.</p>	

For every ten (10) cent increase in diesel fuel price when the fuel is over \$5.25 per gallon, the Monthly Fuel Adjustment will increase the Unit Collection Rate by 0.25% as appropriate. When there is decrease in diesel fuel prices above \$5.25, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.

***If an alternative fuel is used by the Contractor, a similar schedule will be developed as necessary.**

Collection and transportation will be in accordance with the minimum requirements described herein:

Curbside Collection of garbage/trash	Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility.
Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day	
Recyclables Collection Schedule	Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility.
Recyclables Container	Typically 96 gallon roll cart or other county provided container
Yard Waste Schedule	Collection and transport shall be once per week
Yard Waste Containment & Quantities	Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris.
Bulk Items Collection	By appointment only; establish an appointment time with the resident within two (2) business days of notification of a request for an appointment by the county.

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and the <insert Contractor's names> so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the

complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract.

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12. regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #6 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10)

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calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related

additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road signs a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these

residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the

Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic, or other great emergency within the County through no fault of the Contractor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offence - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.

- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:
 - First offense - \$1,000.00
 - Second offense - \$2,000.00
 - Third offense – \$5,000.00
 - Fourth offense - Termination of this Contract
- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services; a good history of compliance with applicable

that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;
- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

Exhibit G

Consolidated Evaluations							
Evaluation Criteria RC-AREA3-P-2016 Curbside Hauler Services -Area 3 Project	Maximum Percentage	Capital Waste Services	Allwaste Services	Goode Companies	Advanced Disposal	Waste Pro	Ards Sanitation
Approach	30						
Evaluator 001		30	28	25	20	15	20
Evaluator 002		30	15	17	20	15	10
Evaluator 003		30	20	15	15	20	5
	90	90	63	57	55	50	35
Background & Experience	25						
Evaluator 001		25	20	20	10	10	10
Evaluator 002		25	25	25	10	25	12
Evaluator 003		25	20	20	10	20	5
	75	75	65	65	30	55	27
Performance History	20						
Evaluator 001		15	18	15	10	10	5
Evaluator 002		20	20	8	5	10	10
Evaluator 003		20	20	10	10	20	5
	60	55	58	33	25	40	20
Equipment Listing	15						
Evaluator 001		8	10	7	8	8	5
Evaluator 002		15	8	8	13	15	5
Evaluator 003		15	8	10	8	15	8
	45	38	26	25	29	38	18
Cost	10						
Total Based on Calculation		6.8	7.1	9	6.6	7.4	10
	10						
TOTAL	280	264.8	219.1	189	145.6	190.4	110

Exhibit H

Consolidated Evaluations							
Evaluation Criteria RC-Aera6-P-2016 Curbside Hauler Services - Area 6 Project	Maximum Percentage	Capital Waste Services	Allwaste Services	Goode Companies	Advanced Disposal	Waste Pro	Ards Sanitation
Approach	30						
Evaluator 001		30	28	25	20	15	20
Evaluator 002		30	30	17	20	15	10
Evaluator 003		30	25	10	10	20	5
	90	90	83	52	50	50	35
Background & Experience	25						
Evaluator 001		25	20	20	10	10	10
Evaluator 002		25	25	25	10	25	12
Evaluator 003		25	20	20	5	20	5
	75	75	65	65	25	55	27
Performance History	20						
Evaluator 001		15	18	15	10	10	5
Evaluator 002		20	20	8	5	10	10
Evaluator 003		20	20	10	5	20	5
	60	55	58	33	20	40	20
Equipment Listing	15						
Evaluator 001		8	10	7	8	8	5
Evaluator 002		15	15	10	13	15	15
Evaluator 003		15	15	10	8	15	10
	45	38	40	27	29	38	30
Cost	10						
Total Based on Calculation		7.3	7.7	9.5	8.3	6.9	10
	10						
TOTAL	280	265.3	253.7	186.5	132.3	189.9	122

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2016, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2016, through June 30, 2017

FIRST READING:	May 3, 2016
SECOND READING:	June 2, 2016
THIRD READING:	October 4, 2016
PUBLIC HEARING:	May 19, 2016



Paul Brawley

Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEYP@RCGOV.US

September 28, 2016

The Honorable Torrey Rush
Chairman
Richland County Council
2020 Hampton Street
Columbia, SC 29204

Dear Chairman Rush:

I am transmitting to you and members of Council the calculated millage rates for 2016.

I have attached to this transmittal a 2016 Millage Worksheet that has the millage rates and approved 3rd reading budget amounts. I also have included an impact of the millage rates on a \$100K real property that is owner occupied and non-owner occupied and a \$20K automobile by tax district.

I look forward to answering any questions you and the Council Members may have on or before October 4, 2016.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley
Richland County Auditor

cc: County Council
County Administrator
Finance Director
Clerk of Council

enclosures

2016 Projected Millage Worksheet

Paul Brawley
Richland County Auditor

Agency	Total FY 16 Budget	Treasurer Carryforward	State Reimbursement	School	Net Taxes	Proj16 Millage	Non-Owner Occupied		15 Millage	Millage Difference	Net Tax Effect 100K	Net Tax Effect 100K
							Mill Value	T Mill Value				
SD #1	204,912,872	5,573,754	5,868,336	50,970,782	142,500,000	250.0	570,000	797,000	250.0	-		\$ -
SD #2	142,202,732	-	217,943	48,836,789	93,148,000	319.0	292,000	524,000	304.0	15.0		\$ 90.00
SD #1 Bonds	67,249,090	11,987,090	2,660,000		52,602,000	66.0		797,000	59.0	7.0	\$ 28.00	\$ 42.00
SD #2 Bonds	70,842,053	11,900,053	2,350,000		56,592,000	108.0		524,000	108.0	-	\$ -	\$ -
Recreation	13,470,125	94,623	613,902		12,761,600	12.8		997,000	12.8	-	\$ -	\$ -
Rec Bonds	5,760,397	2,599,397	170,000		2,991,000	3.0		997,000	3.0	-	\$ -	\$ -
MTC	5,541,628	154,142	231,986		5,155,500	3.5		1,473,000	3.5	-	\$ -	\$ -
MTCC	2,399,500	112,911	77,089		2,209,500	1.5		1,473,000	1.5	-	\$ -	\$ -
Zoo Bonds	3,010,670	1,444,670	93,000		1,473,000	1.0		1,473,000	1.0	-	\$ -	\$ -
ERPSD Bonds	3,567,224	2,117,224	94,000		1,356,000	6.0		226,000	4.0	2.0	\$ 8.00	\$ 12.00
Storm	3,200,000		157,000		3,043,000	3.4		895,000	3.4	-	\$ -	\$ -
Fire Operating	22,229,577	250,536	942,041		21,037,000	21.8		965,000	21.5	0.3	\$ 1.20	\$ 1.80
Fire Bonds	1,740,231	691,231	84,000		965,000	1.0		965,000	1.8	(0.8)	\$ (3.20)	\$ (4.80)
General Fund	90,305,615		3,693,215		86,612,400	58.8		1,473,000	57.9	0.9	\$ 3.60	\$ 5.40
County Bonds	18,355,432	1,115,132	890,000		16,350,300	11.1		1,473,000	11.0	0.1	\$ 0.40	\$ 0.60
Library	25,386,902	179,647	1,050,055		24,157,200	16.4		1,473,000	16.2	0.2	\$ 0.80	\$ 1.20
MH	2,042,998	38,287	89,811		1,914,900	1.3		1,473,000	1.3	-	\$ -	\$ -
Zoo	2,143,731	41,718	39,813		2,062,200	1.4		1,473,000	1.4	-	\$ -	\$ -
Landfill	5,057,426		196,526		4,860,900	3.3		1,473,000	3.3	-	\$ -	\$ -
Conservation	766,318		29,818		736,500	0.5		1,473,000	0.5	-	\$ -	\$ -
Neighborhood	766,318		29,818		736,500	0.5		1,473,000	0.5	-	\$ -	\$ -
Capital	5,426,941		271,441		5,155,500	3.5		1,473,000	3.5	-	\$ -	\$ -

2.7 \$ 10.80 \$ 16.20

Dist. 1 \$ 38.80 \$ 58.20

Dist. 2 \$ 10.80 \$ 106.20

Dist. 1/WO

ERPSD \$ 30.80 \$ 46.20

Dist. 2/WO

ERPSD \$ 2.80 \$ 94.20

100K R Represents Owner Occupied Properties

100K C Represents Non- Owner Occupied Properties

****NOTE Richland 2 TY16 Operating Millage consists of 8 mills out to Cap and 7 mills of Look Back Millage 4 Mills left from TY15 and 3 of the 4.8 mills left from TY14; 3 mills left over from TY13 will expire after this year due to the 3 year look back provision. This leaves 1.8 mills of look back going forward.

**RICHLAND COUNTY
2016 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2016 Total Levy		465.8	536.7	480.0	466.8	513.8	577.4	460.8	500.2
2015 Total Levy		455.3	528.2	471.8	457.1	504.1	569.7	453.1	491.3
Net Change		10.5	8.5	8.2	9.7	9.7	7.7	7.7	8.9
Percentage Change		2.3%	1.6%	1.7%	2.1%	1.9%	1.4%	1.7%	1.8%
2016 Tax \$100,000 House	\$	1,863.20	\$ 2,146.80	\$ 1,920.00	\$ 1,867.20	\$ 2,055.20	\$ 2,309.60	\$ 1,843.20	\$ 2,000.74
Less, Local Option Sales Tax	\$	(147.80)	\$ (382.50)	\$ (147.80)	\$ (147.80)	\$ (263.80)	\$ (595.00)	\$ (147.80)	\$ (261.79)
Less, School Operating Credit	\$	(1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
2016 Net Taxes	\$	715.40	\$ 764.30	\$ 772.20	\$ 719.40	\$ 791.40	\$ 714.60	\$ 695.40	\$ 738.96
2015 Tax \$100,000 House	\$	680.10	\$ 764.30	\$ 746.10	\$ 687.30	\$ 779.30	\$ 690.50	\$ 671.30	\$ 716.99
Tax Increase (Decrease)	\$	35.30	\$ -	\$ 26.10	\$ 32.10	\$ 12.10	\$ 24.10	\$ 24.10	\$ 21.97
Percentage Change		5.2%	0.0%	3.5%	4.7%	1.6%	3.5%	3.6%	3.1%
2017 Tax on \$20,000 Auto	\$	529.40	\$ 567.54	\$ 546.44	\$ 530.60	\$ 563.80	\$ 573.88	\$ 523.40	\$ 547.87
2016 Tax on \$20,000 Auto	\$	518.14	\$ 564.14	\$ 537.94	\$ 520.30	\$ 557.50	\$ 565.98	\$ 515.50	\$ 539.93
Tax Increase (Decrease)	\$	11.26	\$ 3.40	\$ 8.50	\$ 10.30	\$ 6.30	\$ 7.90	\$ 7.90	\$ 7.94
Percentage Change		2.2%	0.6%	1.6%	2.0%	1.1%	1.4%	1.5%	1.5%

1AL	Arcadia Lakes	1LR	Lower Richland
1CC	City of Columbia	1TE	Town of Eastover
1ER	East Richland Public SD	1UR	Urban & Rural Areas
1FA	City of Forest Acres	1CY	City of Cayce

**RICHLAND COUNTY
2016 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2016 Total Levy		576.8	647.7	571.8	577.8	624.8	568.4	594.6
2015 Total Levy		558.3	631.2	556.1	560.1	607.1	552.7	577.6
Net Change		18.5	16.5	15.7	17.7	17.7	15.7	17.0
Percentage Change		3.3%	2.6%	2.8%	3.2%	2.9%	2.8%	2.9%
2016 Tax \$100,000 House	\$	2,307.20	\$ 2,590.80	\$ 2,287.20	\$ 2,311.20	\$ 2,499.20	\$ 2,273.60	\$ 2,378.20
Less, Local Option Sales Tax	\$	(147.80)	\$ (382.50)	\$ (147.80)	\$ (147.80)	\$ (263.80)	\$ (147.80)	\$ (206.25)
Less, School Operating Credit	\$	(1,276.00)	\$ (1,276.00)	\$ (1,276.00)	\$ (1,276.00)	\$ (1,276.00)	\$ (1,276.00)	\$ (1,276.00)
2016 Net Taxes	\$	883.40	\$ 932.30	\$ 863.40	\$ 887.40	\$ 959.40	\$ 849.80	\$ 895.95
2015 Tax \$100,000 House	\$	876.10	\$ 960.30	\$ 867.30	\$ 883.30	\$ 975.30	\$ 853.70	\$ 902.67
Tax Increase (Decrease)	\$	7.30	\$ (28.00)	\$ (3.90)	\$ 4.10	\$ (15.90)	\$ (3.90)	\$ (6.72)
Percentage Change		0.8%	-2.9%	-0.4%	0.5%	-1.6%	-0.5%	-0.7%
2017 Tax on \$20,000 Auto	\$	662.60	\$ 700.74	\$ 656.60	\$ 663.80	\$ 697.00	\$ 652.52	\$ 672.21
2016 Tax on \$20,000 Auto	\$	641.74	\$ 687.74	\$ 639.10	\$ 643.90	\$ 681.10	\$ 635.02	\$ 654.77
Tax Increase (Decrease)	\$	20.86	\$ 13.00	\$ 17.50	\$ 19.90	\$ 15.90	\$ 17.50	\$ 17.44
Percentage Change		3.3%	1.9%	2.7%	3.1%	2.3%	2.8%	2.7%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area		

**RICHLAND COUNTY
2016 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>				
2016 Total Levy		524.7	444.4	448.8	472.6	530.4				
2015 Total Levy		523.2	442.9	448.1	471.4	519.9				
Net Change		1.5	1.5	0.7	1.2	10.5				
Percentage Change		0.3%	0.3%	0.2%	0.3%	1.9%				
2016 Tax \$100,000 House	\$	2,098.80	\$	1,777.60	\$	1,795.20	\$	1,890.53	\$	2,121.63
Less, Local Option Sales Tax	\$	(382.50)	\$	(147.80)	\$	(147.80)	\$	(226.03)	\$	(234.26)
Less, School Operating Credit	\$	(1,006.00)	\$	(1,006.00)	\$	(1,006.00)	\$	(1,006.00)	\$	(1,104.63)
2016 Net Taxes	\$	710.30	\$	623.80	\$	641.40	\$	658.50	\$	782.74
2015 Tax \$100,000 House	\$	738.30	\$	624.50	\$	645.30	\$	669.37	\$	777.69
Tax Increase (Decrease)	\$	(28.00)	\$	(0.70)	\$	(3.90)	\$	(10.87)	\$	5.06
Percentage Change		-3.8%		-0.1%		-0.6%		-1.5%		0.8%
2017 Tax on \$20,000 Auto	\$	553.14	\$	503.72	\$	509.00	\$	521.95	\$	589.64
2016 Tax on \$20,000 Auto	\$	558.14	\$	503.26	\$	509.50	\$	523.63	\$	579.94
Tax Increase (Decrease)	\$	(5.00)	\$	0.46	\$	(0.50)	\$	(1.68)	\$	9.70
Percentage Change		-0.9%		0.1%		-0.1%		-0.3%		1.6%

6CC City of Columbia
6TI Town of Irmo
6UD Upper Dutch Fork

**RICHLAND COUNTY
2016 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2016 Total Levy		465.8	536.7	480.0	466.8	513.8	577.4	460.8	500.2
2015 Total Levy		455.3	528.2	471.8	457.1	504.1	569.7	453.1	491.3
Net Change		10.5	8.5	8.2	9.7	9.7	7.7	7.7	8.9
Percentage Change		2.3%	1.6%	1.7%	2.1%	1.9%	1.4%	1.7%	1.8%
2016 Tax \$100,000 House		\$ 2,794.80	\$ 3,220.20	\$ 2,880.00	\$ 2,800.80	\$ 3,082.80	\$ 3,464.40	\$ 2,764.80	\$ 3,001.11
Less, Local Option Sales Tax		\$ (147.80)	\$ (382.50)	\$ (147.80)	\$ (147.80)	\$ (263.80)	\$ (595.00)	\$ (147.80)	\$ (261.79)
2016 Net Taxes		\$ 2,647.00	\$ 2,837.70	\$ 2,732.20	\$ 2,653.00	\$ 2,819.00	\$ 2,869.40	\$ 2,617.00	\$ 2,739.33
2015 Tax \$100,000 House		\$ 2,590.70	\$ 2,820.70	\$ 2,689.70	\$ 2,601.50	\$ 2,787.50	\$ 2,829.90	\$ 2,577.50	\$ 2,699.64
Tax Increase (Decrease)		\$ 56.30	\$ 17.00	\$ 42.50	\$ 51.50	\$ 31.50	\$ 39.50	\$ 39.50	\$ 39.69
Percentage Change		2.2%	0.6%	1.6%	2.0%	1.1%	1.4%	1.5%	1.5%
2017 Tax on \$20,000 Auto		\$ 529.40	\$ 567.54	\$ 546.44	\$ 530.60	\$ 563.80	\$ 573.88	\$ 523.40	\$ 547.87
2016 Tax on \$20,000 Auto		\$ 518.14	\$ 564.14	\$ 537.94	\$ 520.30	\$ 557.50	\$ 565.98	\$ 515.50	\$ 539.93
Tax Increase (Decrease)		\$ 11.26	\$ 3.40	\$ 8.50	\$ 10.30	\$ 6.30	\$ 7.90	\$ 7.90	\$ 7.94
Percentage Change		2.2%	0.6%	1.6%	2.0%	1.1%	1.4%	1.5%	1.5%

1AL Arcadia Lakes
 1CC City of Columbia
 1ER East Richland Public SD
 1FA City of Forest Acres

1LR Lower Richland
 1TE Town of Eastover
 1UR Urban & Rural Areas
 1CY City of Cayce

**RICHLAND COUNTY
2016 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2016 Total Levy		576.8	647.7	571.8	577.8	624.8	568.4	594.6
2015 Total Levy		558.3	631.2	556.1	560.1	607.1	552.7	577.6
Net Change		18.5	16.5	15.7	17.7	17.7	15.7	17.0
Percentage Change		3.3%	2.6%	2.8%	3.2%	2.9%	2.8%	2.9%
2016 Tax \$100,000 House	\$	3,460.80	\$ 3,886.20	\$ 3,430.80	\$ 3,466.80	\$ 3,748.80	\$ 3,410.40	\$ 3,567.30
Less, Local Option Sales Tax	\$	(147.80)	\$ (382.50)	\$ (147.80)	\$ (147.80)	\$ (263.80)	\$ (147.80)	\$ (206.25)
2016 Net Taxes	\$	3,313.00	\$ 3,503.70	\$ 3,283.00	\$ 3,319.00	\$ 3,485.00	\$ 3,262.60	\$ 3,361.05
2015 Tax \$100,000 House	\$	3,208.70	\$ 3,438.70	\$ 3,195.50	\$ 3,219.50	\$ 3,405.50	\$ 3,175.10	\$ 3,273.83
Tax Increase (Decrease)	\$	104.30	\$ 65.00	\$ 87.50	\$ 99.50	\$ 79.50	\$ 87.50	\$ 87.22
Percentage Change		3.3%	1.9%	2.7%	3.1%	2.3%	2.8%	2.7%
2017 Tax on \$20,000 Auto	\$	662.60	\$ 700.74	\$ 656.60	\$ 663.80	\$ 697.00	\$ 652.52	\$ 672.21
2016 Tax on \$20,000 Auto	\$	641.74	\$ 687.74	\$ 639.10	\$ 643.90	\$ 681.10	\$ 635.02	\$ 654.77
Tax Increase (Decrease)	\$	20.86	\$ 13.00	\$ 17.50	\$ 19.90	\$ 15.90	\$ 17.50	\$ 17.44
Percentage Change		3.3%	1.9%	2.7%	3.1%	2.3%	2.8%	2.7%

2AL Arcadia Lakes
 2CC City of Columbia
 2DP Dentsville Pontiac Area
 2SH Sand Hills Area

2ER East Richland Public SD
 2FA City of Forest Acres
 2TB Town of Blythewood

**RICHLAND COUNTY
2016 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
2016 Total Levy		524.7	444.4	448.8	472.6	530.4
2015 Total Levy		523.2	442.9	448.1	471.4	519.9
Net Change		1.5	1.5	0.7	1.2	10.5
Percentage Change		0.3%	0.3%	0.2%	0.3%	1.9%
2016 Tax \$100,000 House	\$	3,148.20	\$ 2,666.40	\$ 2,692.80	\$ 2,835.80	\$ 3,182.44
Less, Local Option Sales Tax	\$	(382.50)	\$ (147.80)	\$ (147.80)	\$ (226.03)	\$ (234.26)
2016 Net Taxes	\$	2,765.70	\$ 2,518.60	\$ 2,545.00	\$ 2,609.77	\$ 2,948.18
2015 Tax \$100,000 House	\$	2,790.70	\$ 2,516.30	\$ 2,547.50	\$ 2,618.17	\$ 2,899.69
Tax Increase (Decrease)	\$	(25.00)	\$ 2.30	\$ (2.50)	\$ (8.40)	\$ 48.49
Percentage Change		-0.9%	0.1%	-0.1%	-0.3%	1.6%
2017 Tax on \$20,000 Auto	\$	553.14	\$ 503.72	\$ 509.00	\$ 521.95	\$ 589.64
2016 Tax on \$20,000 Auto	\$	558.14	\$ 503.26	\$ 509.50	\$ 523.63	\$ 579.94
Tax Increase (Decrease)	\$	(5.00)	\$ 0.46	\$ (0.50)	\$ (1.68)	\$ 9.70
Percentage Change		-0.9%	0.1%	-0.1%	-0.3%	1.6%

6CC City of Columbia
6TI Town of Irmo
6UD Upper Dutch Fork

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

AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2016, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2016, THROUGH JUNE 30, 2017.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION 1. That a tax for the General Fund to cover the period from July 1, 2016 to June 30, 2017, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed fifty-eight and eight tenths (58.8) to be determined from the assessment of the property herein.

SECTION 2. That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2016 to June 30, 2017, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	11.1
Solid Waste – Landfill	3.3
Capital Replacement	3.5
Library	16.4
Mental Health	1.3
Riverbanks Zoo	1.4
Conservation Commission	.5
Neighborhood Redevelopment	.5

SECTION 3. That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2016 to June 30, 2017, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service – Operations	21.8
Fire Service – Debt Service	1.0
School District One – Operations	250.0
School District One – Debt Service	66.0
School District Two – Operations	319.0
School District Two – Debt Service	108.0

Recreation Commission – Operations	12.8
Recreation Commission – Debt Service	3.0
Midlands Technical College – Operations	3.5
Midlands Technical College – Capital & Debt Service	1.5
Riverbanks Zoo – Debt Service	1.0
Stormwater Management	3.4
East Richland Public Service District – Debt Service	6.0

SECTION 4. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Separability. 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 6. Effective Date. This Ordinance shall become effective _____, 2016.

RICHLAND COUNTY COUNCIL

BY: Torrey Rush, Chair

FIRST READING: May 03, 2016
PUBLIC HEARING: May 19, 2016
SECOND READING:
THIRD READING:

Richland County Council Request of Action

Subject:

To Approve the conveyance of approximately One Hundred Ninety Seven Acres of real property owned by Richland County located on Pineview Road to China Jushi USA Corporation (Project Giant); to approve a land conveyance agreement for such property and other matter related thereto; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

TO APPROVE THE CONVEYANCE OF APPROXIMATELY ONE HUNDRED NINETY SEVEN ACRES OF REAL PROPERTY OWNED BY RICHLAND COUNTY LOCATED ON PINEVIEW ROAD TO CHINA JUSHI USA CORPORATION (PROJECT GIANT); TO APPROVE A LAND CONVEYANCE AGREEMENT FOR SUCH PROPERTY AND OTHER MATTER RELATED THERETO; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

Be it ordained by the Council of Richland County, South Carolina:

SECTION 1. The Richland County Council finds that:

a. Richland County (the “County”) owns approximately one hundred ninety seven (197) acres of real property on Pineview Road as more particularly described on Exhibit A attached hereto (the “Property”);

b. China Jushi USA Corporation (the “Company”), proposes to acquire the Property and to construct one or more buildings on the Property and to install personal property therein, all for the purpose of establishing a manufacturing operation. The cost of the improvements on the Property and the personal property thereon is projected to equal or exceed \$400,000,000.

c. based on information supplied by the Company, the investment of funds as proposed by the Company provides significant public benefits to the County in the form of an increased tax base that generates additional tax revenues, increases values for adjacent properties and provides needed additional employment opportunities for approximately 800 people; and

d. the public benefits to be received by the County for the conveyance of the Property to the Company is fair and reasonable compensation.

SECTION 2. (a) The Chair or, in his absence, the Vice Chair, are authorized, empowered and directed, in the name of and on behalf of the County, to execute, acknowledge, and deliver a land conveyance agreement by and between the Company and the County, providing for the sale of the Property to the Company. The form of the land conveyance agreement is attached hereto as Exhibit B (the “Agreement”) and all terms, provisions and conditions of the Agreement are incorporated herein by reference as if the Agreement were set

out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes not materially adverse to the County as shall be approved by the Chair (or Vice Chair in his absence), upon advice of counsel, the execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached to this ordinance.

(b) County Council hereby authorizes and approves the conveyance of the Property to the Company and the transactions contemplated by the Agreement.

SECTION 3. The Chair, the Clerk to County Council, the County Administrator are authorized to take such actions and to execute such other documents as may be necessary to effectuate the purposes and intent of this ordinance.

SECTION 4. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

SECTION 5. To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Richland County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

SECTION 6. This ordinance is effective upon third reading.

SIGNATURE FOLLOWS ON NEXT PAGE

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

This Ordinance is effective as of the 4th day of October, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

Economic Development Committee:	September 6, 2016
First Reading:	September 13, 2016
Second Reading and Public Hearing:	September 20, 2016
Third Reading:	October 4, 2016

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an Ordinance which was given reading, and received approval, by the County Council at its meetings of September 13, 2016, September 20, 2016 and October 4, 2016, at which meetings a quorum of member of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28, 2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book 1543, page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

EXHIBIT B

LAND CONVEYANCE AGREEMENT

RICHLAND COUNTY AND CHINA JUSHI USA CORPORATION

See attached.

Land Conveyance Agreement

between

RICHLAND COUNTY, SOUTH CAROLINA,

and

CHINA JUSHI USA CORPORATION

Dated as of October 4, 2016

Land Conveyance Agreement

THIS LAND CONVEYANCE AGREEMENT (the “Agreement”) is hereby made and entered into as of this 4th day of October, 2016 (the “Effective Date”), by and between CHINA JUSHI USA CORPORATION, South Carolina corporation (the “Company”) and RICHLAND COUNTY, SOUTH CAROLINA (the “County”).

WITNESSETH:

WHEREAS, the Company contemplates the establishment of a manufacturing facility in the County (the “Project”);

WHEREAS, the Company anticipates the Project will consist of an aggregate investment in the County of approximately \$400,000,000 and the creation of approximately 800 new, full-time jobs in connection therewith before the end of December 31, 2024;

WHEREAS, as inducement for the Project and pursuant to the terms of that certain Memorandum of Understanding dated May 28, 2016 (the “MOU”), the County desires to transfer, at no cost to the Company, title to approximately 197 acres of land in the County on Pineview Road, as more particularly described in Exhibit A attached hereto, which land is owned by the County (the “Property”);

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. **Project Overview.**

The Company proposes to construct a manufacturing facility (the “Facility”) on the Property, which is located in the I-77 Corridor Regional Industrial Park (the “Park”), pursuant to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, between the County and Fairfield County, dated as of April 15, 2003, as amended effective April 3, 2012 to include the Property (the “Park Agreement”), in order to manufacture and distribute its product. The Project is comprised of the Property, the Facility, and certain personal property for use in the Facility (the “Equipment”).

ARTICLE II. **County Commitments and Representations**

a) Subject to the terms and conditions of the MOU, the County will transfer or cause to be transferred to the Company (or to a Third Party (as defined in Article III herein) or Affiliate (as defined in Article III herein), as determined by the Company), at closing (the “Closing”), at no cost to the Company (or Third Party or Affiliate), fee simple absolute title to the Property (the “Transfer”). The title shall be subject to a reverter clause (the “Reverter”), all as further described in and substantially in the form described in Section 1.1 of the MOU, the terms of which are incorporated herein by reference.

b) The County will transfer or cause to be transferred to the Company simultaneously with the Transfer, a private, non-exclusive access easement across land now owned by the South

Carolina Department of Transportation extending from the junction of Shop Road and Pineview Road to the northern property line of the Land in substantially the form attached hereto as Exhibit B (the “Shop Road Access Easement”), or such access easements as may be acceptable to provide access to Pineview Drive or Longwood Road.

c) The County will use its best efforts to coordinate with SCE&G (i) the relocation of the existing transmission lines to the location indicated on the final ALTA survey (the “Alta Survey”), (ii) the termination and relocation of the existing easement rights for the existing transmission line pursuant to a mutually satisfactory agreement (the “SCE&G Termination and Relocation Agreement”); and (iii) a commitment by SCE&G to complete items (i) and (ii) above by a mutually acceptable date.

d) The County will, prior to the commencement of construction of the Project, at no cost to the Company, provide a temporary construction/access roadway extending from the southern right of way margin of Pineview Road over and/or along the Norfolk Southern Railroad right of way to the Facility site depicted on the Conceptual Plan attached as Exhibit B to the MOU; provided that Norfolk Southern Railroad consents, such temporary access road to be evidenced by a mutually satisfactory access agreement (the “Temporary Construction Access Agreement”).

e) The County shall, at its expense, indicate on the ALTA Survey the location of the Shop Road extension, which location shall be subject to approval by the Company, all as provided in Section 1.1 of the MOU, and provide an easement agreement in form satisfactory to the Company (the “Shop Road Extension Easement Agreement”).

f) The County represents and warrants to the Company that it has not dealt with any agent, realtor or broker in connection with this transaction. This provision shall survive the closing.

ARTICLE III. Company Commitments and Representations.

The Company agrees as follows:

a) The Company agrees to accept the Transfer of title to the Property from the County at no cost to the Company subject to the terms of this Agreement.

b) The Company will (i) create not less than eight hundred (800) new fulltime jobs; and (ii) invest at least four-hundred million dollars (\$400,000,000) in economic development property in the Project, including the value of the Equipment, and the value of the Property, all as further described in the MOU, including Article 2 thereof, the terms of which are incorporated herein by reference.

c) The Company may, at its option, cause all or a part of the Project to be constructed and/or acquired by a third party in a build to suit arrangement, and/or by one or more Equipment lessors (the “Third Parties”). In addition, the Company may include one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company (the “Affiliates”).

- d) The Company represents and warrants to the County that it has not dealt with any agent, realtor or broker in connection with this transaction. This provision shall survive the closing.

ARTICLE IV. Property Conveyance.

- a) Company shall obtain an ALTA Survey of the Property (the “Survey”) and submit same to County for approval. The cost of any Survey shall be borne by Company, except to the extent otherwise provided herein. The legal description at Closing shall be based on the Survey.
- b) It shall be Company’s responsibility and cost to submit the Survey to the planning department for staff review and approval and to record the Survey.
- c) At the Closing, County shall deliver, or cause to be delivered, to Company the Transfer Deed (as defined in the MOU), subject only to the exceptions permitted by the MOU and this Agreement.
- d) Company shall pay for the transfer tax/documentary stamps associated with the Transfer Deed pursuant to SC Code §12-24-20(B). County shall pay for the cost of discharging any mortgage, lien or title encumbrance other than those resulting from Company’s actions or otherwise permitted hereunder or under the MOU (the “Permitted Exceptions”). Company shall be responsible for the cost of recording the deed and any other instruments to be recorded under the terms of this Agreement.
- e) Company shall obtain, at its expense, a title insurance commitment and pay for the cost of any title exam and title insurance premiums for any title insurance and endorsements the Company elects to purchase.
- f) Unless otherwise specified in this Agreement, all other recurring expenses and costs related to the Property shall be prorated as of the Closing Date.
- g) At Closing, County shall deliver, or cause to be delivered, to Company the following (unless waived by the Company in writing prior to Closing):
 - i) the duly executed and acknowledged Transfer Deed in recordable form conveying good, fee simple and marketable title to the Property subject only to the Permitted Exceptions and the Reverter, and using the metes and bounds legal description set forth on the ALTA Survey, together with a transfer affidavit;
 - ii) such documents as the Company’s title insurance company may reasonably request, including a seller’s affidavit and evidence of the County’s authority to execute and perform under this Agreement and to execute and deliver all documents conveying the Property to Company;
 - iii) a certificate on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that County is

not a foreign person and a South Carolina non-resident seller withholding affidavit;

- iv) the Shop Road Access Easement, duly executed and acknowledged and in recordable form;
- v) the SCE&G Easement Termination and Relocation Agreement, duly executed and acknowledged and in recordable form;
- vi) the Temporary Construction Access Agreement, duly executed and acknowledged and in recordable form;
- vii) the Shop Road Extension Easement Agreement, duly executed and acknowledged and in recordable form;
- viii) possession of the Property free of the rights and claims of others; and
- ix) such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or may be reasonably requested by Company or Company's counsel.

(h) At Closing, Company shall deliver to County any other documents and papers as the County or its counsel may reasonably request to evidence the Company's authority to execute and perform under this Agreement and such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or that may be reasonably requested by County or County's counsel.

ARTICLE V. Defaults, Remedies, and Reversion.

a) Company's Failure to Meet Investment Requirement and Job Requirement.

The terms and conditions of the MOU and the Fee in Lieu of Tax Agreement dated as of October 5, 2016, between the Company and the County with respect to the consequences of the Company's failure to meet any investment requirement and any jobs requirement are incorporated herein.

b) Other Default and Remedies.

- i) In the event County defaults or fails to perform any of its conditions or obligations under this Agreement, through no fault of Company, Company reserves the right seek an action in equity for specific performance, or terminate this Agreement by giving written notice to County, or seek other available remedies at law.
- ii) In the event of a default or breach by Company of any of the covenants or conditions or obligations of Company under this Agreement, other than failure to meet any investment requirement and jobs requirement or any action or non-action that causes a Reversionary Transfer the specific and exclusive remedies for

which are provided for in the MOU and the Fee Agreement and incorporated herein by reference, the County's sole remedy shall be to give written notice thereof to Company providing the Company an opportunity to cure such default within 60 days of the receipt of such notice by the Company. If the Company fails to cure such default within such 60 day period, or, if the default cannot reasonably be cured within such 60 day period, the Company fails to diligently pursue the curing of such default, then the County may terminate this Agreement, and upon such termination, neither Company nor County shall have any further obligation or liability to the other.

- iii) In the event Closing takes place under this Agreement, nothing herein shall preclude County's enforcement of its payment rights under the MOU or the Reverter right under the deed.
- iv) In the event of the Reversionary Transfer, the Company agrees to deliver to the County the executed, recordable Reversionary Deed or in such alternative form as may be mutually agreeable to the County and the Company, all as further provided in the MOU.

ARTICLE VI. Miscellaneous.

- a) Due Authorization. In addition to the other warranties and representations set forth herein, each party makes the following representation and warranties to the other: the execution, delivery and performance of this Agreement and the closing documents by such party and the execution, delivery and performance by each individual and/or entity signing this Agreement on behalf of such party shall have been duly authorized and approved by all requisite action on the part of such party. All representations and warranties of the parties set forth in this Agreement are true and correct as of the Effective Date and will be true and correct as of the Closing.
- b) Notices. Any notice to be provided under this Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national "next day" delivery service) or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY:

CHINA JUSHI USA CORPORATION

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
ONE North Main St.
Greenville, SC 29609
Attention: Frank T. Davis, III

IF TO THE COUNTY:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29204
Attention: Director, Economic Development Department

WITH A COPY TO:

Parker Poe Adams & Bernstein LLP
1221 Main Street, Suite 1100
Columbia, SC 29201
Attention: Ray E. Jones, Esq.

- c) Binding Effect. This Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.
- d) Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.
- e) Governing Law. This Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.
- f) Severability. In case any one or more of the provisions contained in this Agreement should be deemed invalid, illegal, or unenforceable in any respect for any reason whatsoever, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- g) Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.
- h) Amendments. The provisions of this Agreement may only be modified or amended in a writing executed by all parties.
- i) Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and no party hereto has made or shall be bound by any agreement or any representation to another party which is not expressly set

forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

- j) Waiver. A party may waive compliance by the other party with any term or condition of this Agreement applicable to the party only in a writing signed by the affected waiving party.
- k) Assignment. This Agreement shall be assignable by the Company with the consent of the County, such consent not to be unreasonably withheld. This Agreement shall not be assigned by County.

SIGNATURES BEGIN ON NEXT PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2016.

**RICHLAND COUNTY, SOUTH
CAROLINA**

Chair, County Council

ATTEST:

Clerk to Council

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CHINA JUSHI USA CORPORATION

Signature: _____

Name: _____

Title: _____

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**EXHIBIT A
LEGAL DESCRIPTION**

All those certain pieces, parcels or tracts of land with all improvements thereon, situate, lying and being in Richland County, South Carolina, being shown, delineated, and depicted as Parcel A (containing approximately 109.004 acres), Parcel B (containing 37.005 acres) and Parcel C (containing 50.502 acres) as shown on that certain plat of survey entitled, SOUTH CAROLINA RESEARCH AUTHORITY BOUNDARY SURVEY, dated May 22, 2009, last revised July 28,2009, prepared by Jack H. Locklair, Jr., S.C.P.S. No. 12842 of BP Barber, recorded in the Office of the Register of Deeds of Richland County on July 31, 2009, in book1543,page 3669. Reference to said plat of survey is craved for a more complete description, with all measurements being a little more or less.

Richland County Council Request of Action

Subject:

An Ordinance Approving the execution and delivery of a purchase agreement for certain property located in the Carolina Pines Industrial Park; and other matters related hereto

FIRST READING: September 13, 2016

SECOND READING: September 20, 2016 {Tentative}

THIRD READING: October 4, 2016 {Tentative}

PUBLIC HEARING: October 4, 2016

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

AN ORDINANCE APPROVING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED IN THE CAROLINA PINES INDUSTRIAL PARK; AND OTHER MATTERS RELATED HERETO.

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council, (“County Council”), is authorized to enter into contracts and to acquire real property by purchase;

WHEREAS, to further the economic development of and the creation of new jobs in the County, the County has identified and desires to acquire certain land and improvements thereon, if any, in the County and located in the Carolina Pines Industrial Park, as more particularly identified on the attached Exhibit A (“Real Property”);

WHEREAS, the County desires to enter into a purchase agreement (“Agreement”) with the seller of the Real Property, to set forth the terms and conditions of the purchase of the Real Property by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. County Council determines that the purchase of the Real Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

Section 2. Approval of Purchase of Real Property. County Council approves the purchase of the Real Property by the County and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the purchase of the Real Property. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Real Property are expressly ratified and confirmed.

Section 3. Approval of Agreement. County Council approves the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County.

Section 4. Further Acts. County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. General Repealer. Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 6. Effectiveness. This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

READINGS:

First Reading: September 13, 2016
Second Reading: September 20, 2016
Public Hearing: October 4, 2016
Third Reading: October 4, 2016

EXHIBIT A
REAL PROPERTY DESCRIPTION

TMS No. 17600-01-33

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Thirty Eight Thousand Seven Hundred Forty Dollars (\$38,740) to increase funding to the Board of Voter Registration & Elections Department to cover the costs of legal bill(s)

First Reading:	September 20, 2016
Second Reading:	October 4, 2016 [Tentative]
Third Reading:	October 18, 2016 [Tentative]
Public Hearing:	October 18, 2016 [Tentative]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_1

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE THIRTY EIGHT THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$38,740) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT TO COVER THE COSTS OF LEGAL BILL(S).

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. Approval to make payment to alleviate the court action currently pending in regard to the commission members associated with Elections and Voter Registration Department. Therefore, the Fiscal Year 2016-2017 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 151,599,919
Appropriation of General Fund Balance:	\$ <u>38,740</u>
Total General Fund Revenue as Amended:	\$ 151,638,659

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 151,599,919
Increase to Board of Voter Registration Department Budget:	\$ <u>38,740</u>
Total General Fund Expenditures as Amended:	\$151,638,659

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

Michelle Onley
Clerk of Council

RICHLANDCOUNTYATTORNEY'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:

Sheriff Department: Officer Safety Equipment and Service Agreement – Body Worn Cameras

Richland County Council Request of Action

Subject: Sheriff Department: Officer Safety Equipment and Service Agreement – Body Worn Cameras

A. Purpose

County Council is requested to approve the equipment, storage and service contract purchase of The Body Worn Camera Program for the Sheriff's Department, from Taser International. This will replace, and tether, and purchase existing equipment/program/technology for the Sheriff's Department and Solicitor's Office.

B. Background / Discussion

The increased attention on public safety and call for complete transparency of government has renewed the calls for law enforcement officers to wear video cameras while on duty. The overall need to make sure that our Deputies are the best trained and equipped to defend our citizens and themselves is one of the Sheriff's main priorities.

In 2013 alone in Richland County there were 63 separate incidents, involving 69 deputies; where the deputies were assaulted, with an additional 43 bullets being fired at 17 deputies; coupled with 351 defensive actions/215 Taser uses. In 2014 RCSD had 42 deputies assaulted coupled with 336 defensive actions with 126 Taser uses. In 2015 46 Deputies were assaulted with 376 Defensive Actions. The vast majority of these incidents were not video/audio recorded; there for the Department and Citizens Advisory Council have no digital evidence of the encounters. No deputy wants to use any force but we must be prepared to use the force necessary to stop a threat against citizens or law enforcement. The Sheriff wants to be able to ensure the deputies can use the video for training purposes and the Department has complete transparency to our citizens.

The practice of video recording has helped agencies to remain accountable. Body worn cameras f increase officer professionalism and help agencies evaluate and improve officer performance. Recent studies are showing agencies having a 50-80% reduction in both complaints and use of force incidents because everyone becomes more conscious that behavior will be captured on video.

The managing of video evidence has always been a challenge until now and technology has evolved dramatically over the last two years. The Sheriff has stayed ahead of the demand for the use of technology and for two years studied the use of BWC to identify the best fit for Richland County (storage, effectiveness and accountability). The Sheriff has identified that Taser International's cloud based storage system, which is called Evidence.com, is a new lower maintenance and cost efficient way to store video evidence, and to also allow the agency to share this digital evidence with the Solicitors Office, Courts and perhaps other law enforcement agencies. There is no local storage infrastructure or software needed. Taser provides CAD connectivity, FBI CJIS Compliance, upgraded equipment 3 & 5 years, 2 cameras for each officer (necessary in Richland County due to nearly 200, 000 annual calls for service), proprietary access to bridge weapon technology and trigger point activations and bridge with existing technology in use at RCSD, the Solicitor's Office and Kershaw County SD.

This purchase will allow Council to provide the best equipment in the most cost effective way to both deputies and the citizens.

We have worked to identify the most cost effective, secure, dependable and effective body worn camera equipment that will marry with present technology, and that with which we hope to evolve to, in the future for other technology applications (reducing capital expenses in the future). Through this research and developing a program that would be more cost effective, now and in the future, we have identified a cost of \$716, 446 to implement the first year (this includes the State’s \$132,000 of first year funds that are provided October 1, 2016 direct to Richland County), and years 2-5 cost to be \$534,498. In discussing this purchase with RC Procurement we believe that the Taser purchase meets ‘multi-cooperative agreement purchase requirements’ and due to proprietary and compatibility considerations of equipment, accessories and replacement parts being paramount to equipment already in use at RCSD and the Solicitor’s Office, RCSD and the Solicitor’s Office will be provided equipment necessary for public safety trial and testing; it is believed to also meet sole source purchasing requirements.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 331,800.00	USD 70,000.00	USD 261,800.00
30	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 139,650.00	USD 0.00	USD 139,650.00
350	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 86,710.00	USD 0.00	USD 86,710.00
58	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 2,030.00	USD 2,030.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 15,000.00	USD 0.00
350	70112	AXON SIGNAL UNIT	USD 279.00	USD 97,650.00	USD 97,650.00	USD 0.00

Year 1 - Due Net 30 Total Before Discounts:

USD 759,708.00

Year 1 - Due Net 30 Discount:

USD 184,680.00

USD 575,028.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	70116	PPM, SIGNAL	USD 89.99	USD 31,496.50	USD 31,496.50	USD 0.00
Axon Signal PPMs to be delivered in November 2016 Total Before Discounts:						USD 31,496.50
Axon Signal PPMs to be delivered in November 2016 Discount:						USD 31,496.50
Axon Signal PPMs to be delivered in November 2016 Net Amount Due:						USD 0.00

- 2 for 1 Axon Body 2 + TAP

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 139,650.00	USD 139,650.00	USD 0.00
350	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
350	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 71,400.00	USD 0.00	USD 71,400.00
2 for 1 Axon Body 2 + TAP Total Before Discounts:						USD 211,050.00
2 for 1 Axon Body 2 + TAP Discount:						USD 139,650.00
2 for 1 Axon Body 2 + TAP Net Amount Due:						USD 71,400.00

- Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
11	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
11	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

- Year 2 - Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
Year 2 - Due 2017 Total Before Discounts:						USD 418,668.00
Year 2 - Due 2017 Net Amount Due:						USD 418,668.00

- Year 3 - Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
Year 3 - Due 2018 Total Before Discounts:						USD 418,668.00
Year 3 - Due 2018 Net Amount Due:						USD 418,668.00

- Year 4 - Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
Year 4 - Due 2019 Total Before Discounts:						USD 418,668.00
Year 4 - Due 2019 Net Amount Due:						USD 418,668.00

- Year 5 - Due 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
350	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 331,800.00	USD 0.00	USD 331,800.00
30	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 9,000.00	USD 0.00	USD 9,000.00
5	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
350	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 180.00	USD 63,000.00	USD 0.00	USD 63,000.00
14,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
58	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 12,528.00	USD 0.00	USD 12,528.00
Year 5 - Due 2020 Total Before Discounts:						USD 418,668.00
Year 5 - Due 2020 Net Amount Due:						USD 418,668.00

Comments from Solicitor Dan Johnson are as follows:

The Sheriff and I have been in communication over the last two years about the most cost effective, secure, dependable and effective body worn camera equipment that will marry with present technology at the Solicitor's Office and Sheriff's Department (keeping in mind that I also service Kershaw County and that we have to consider cost and efficiency connected with our services to them and RCSD). We need to purchase what will help us evolve as technology changes and the demands of the people we serve do too. County Council is requested to approve the contract for RCSD to purchase The Body Worn Camera Program for the Sheriff's Department, from Taser International. This will meet present needs of the Judicial System and tether existing equipment/program/technology for the Sheriff's Department and Solicitor's Office (and Kershaw County SD).

C. Legislative / Chronological History

The state requirement is "law enforcement shall implement the use of body worn cameras pursuant to guidelines established by the Law Enforcement Training Council".

D. Alternatives

This is State mandated for law enforcement.

E. Recommendation

It is recommended that Council approve the request for this new equipment to become compliant with the state mandate.

- **Please note that we have done proper due diligence and discuss this with Procurement, Finance and the County Administrator's Office on the need, allocation and overall purchase.**

Recommended by: Deputy Chief Chris Cowan and Major Roxana Meetze

Department: Sheriff's Department

Date: August 31, 2016



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

COUNCIL MEMORANDUM 8-4

TO: County Council
FROM: Gerald Seals, Interim County Administrator
RE: Funding for Body Worn Cameras & the Purchase of Light Bars and other Accoutrements for New Patrol Vehicles
DATE: August 31, 2016

This memo serves to debrief you on the County's financial plan for the funding of body worn cameras, and funding considerations for light bars and other accoutrements for new vehicles requested by the Sheriff's Department.

The State of South Carolina has set aside \$132,000 for the Richland County Sheriff's Department toward funding the acquisition of body worn cameras. In conjunction with the Sheriff Department's leadership and research, the County, coupled with the aforementioned State of South Carolina set aside, has identified \$268,000 (a total of \$400,000) to pay for 350 cameras, which includes secure storage costs. The cameras will be purchased as a sole source from TASER. The Sheriff Department will be working closely with the County's Chief Financial Officer Daniel Driggers and Risk Manager Brittney Hoyle to ensure that this purchase occurs in a timely manner, adequate provisions are made for liability coverage and that upcoming budgets requests include sufficient funds for camera maintenance and replacement. After this recommendation was prepared, as of August 31, 2016 staff informed me that Sheriff Lott is requesting a larger sum. I stand by this recommendation, but I defer to Sheriff Lott.

With regard to funding to cover light bars and other accoutrements needed for the Sheriff Department's new patrol vehicles, it was brought to my attention this week that the Sheriff Department included a budgetary request in their FY17 budget proposal requesting funds \$222,000 to cover light bars and other accoutrements needed for new patrol vehicles scheduled for replacement during fiscal year 2017. Unfortunately, research reveals that administration deleted the request. The apparent rationale that the administration used to support its deletion decision was that the Sheriff's budget at \$26.3 million (coupled with the availability of such discretionary funds as forfeiture funds, special duty funds, etc.) was sufficiently large enough to absorb the cost for equipping patrol vehicles. Subsequently, that thinking was apparently not conveyed to the Sheriff Department and as a result, Sheriff Lott not aware that this important item was not budgeted for FY17.

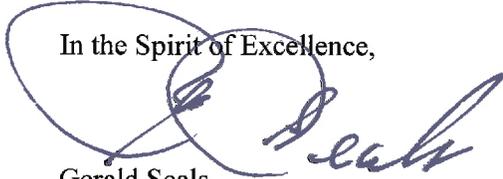
Administration will not utilize such an approach hence forth, and will inform all County Departments and Offices of Elected Officials of questions or decisions to challenge submitted requests for funding prior to presenting budget proposals to County Council.

To address to address the purchase of cover light bars and other accoutrement needs for the Sheriff Department's new patrol vehicles, staff is looking at the use of the County's fund balance. This will allow the County to address this matter formally according to the following schedule:

Requested Council Action	Committee / Council Meeting Date
Present recommended funding plan to the A&F Committee for their consideration	October 25, 2016
Present A&F Committee's recommendation for consideration to the full Council for 1 st reading approval of the budget amendment	November 1, 2016
2 nd reading approval of the budget amendment	November 15, 2016
3 rd reading approval of the budget amendment	December 6, 2016

Please note this budgetary allocation for the funding of body cameras does not provide for additional personnel. This information has been included in a draft letter to Sheriff Leon Lott which is attached to this memo for your review.

In the Spirit of Excellence,



Gerald Seals
Interim County Administrator

Richland County Council Request of Action

Subject:

Sheriff Department: E-Ticket Equipment and Purchasing

Notes:

This request of action was forwarded to the Committee for consideration at the request of the Sheriff's Department. There was **no staff review** performed on this request.

Richland County Council Request of Action

Subject: State Mandated ETicket equipment and purchasing

A. Purpose

County Council is requested to approve the equipment and operational need, for the Sheriff's Department, to satisfy the unfunded State mandate for the ETicket Program.

B. Background / Discussion

The State issued mandate (H3685) requires all issued traffic citations to be electronically transmitted to SCDMV within 3 days of the issuance of the ticket. In order for the Richland County Sheriff's Department to comply with this law, we would need the assistance of County Council, as this new law puts a very large requirement (management, equipment and expense) on us. This unfunded State mandate takes effect January 1, 2017. The State advises that the reason for this added law is due to the Federal Motor Career Safety Regulation Requirements and potential loss of federal funds.

The Richland County Sheriff's Department responded to 180,688 calls for service and wrote in excess of 9,600 uniform traffic citations in FY15.

The ETicket method does have benefits, over the traditional paper method, which includes increased productivity, increased accuracy, increase efficiency, increased safety and increased transparency. Hand writing could take up to 10 minutes; whereas ETicket can reduce this time to 3 minutes. On an average nationwide, 10-20% of written citations contain errors. With this program simply swiping an offender's driver's license on the hand held device reduces the chance of errors considerably. Today, carbon copies of citations are sent to the DMV, which can result in delays and lost citations. With the new program, it is electronically sent within 3 days (mandatory). Roadside traffic stops are the second most deadly incidents encountered by law enforcement officers (second to domestic violence incidents). The longer the traffic stop lasts the higher the chance for an officer to be injured by a passing motorist or any other deadly situation alongside the road. Electronic ticketing enables officers to clear traffic stops three to five times faster, which in turns increases the officer's safety.

C. Legislative / Chronological History

State mandated H3685 takes effect January 1, 2017

D. Financial Impact

The three options for the ETicket mandate are:

- 1.) The purchase of 250 laptops, handheld scanners, pocket printers, mounts and paper totaling \$690,000 (\$680,000 in non-recurring) plus (1) employee's cost totaling \$36,999 (recurring funds) to handle all requirements to tickets to SCDMV. Allowing the tickets to be electronically transmitted via air card (already installed in the vehicle) to SCDMV.
- 2.) The purchase of 13 laptops, handheld scanners, pocket printers, mounts and paper totaling \$42,857.36, plus (1) employee's cost totaling \$36,999 (recurring funds) to handle all requirements to tickets to SCDMV.
- 3.) The purchase of 13 laptops, handheld scanners, pocket printers, mounts and paper totaling \$42,857.36, plus approval of the BWC personnel (2) allowing RCSD to consolidate administration of both State Mandates under those personnel to handle all requirements to tickets to SCDMV.

E. Alternatives

No alternatives available due to being State mandated for law enforcement.

F. Recommendation

It is recommended that Council approve the request for this new equipment to become compliant with the state mandate.

- **Please note that we have notified Council of the State Mandate and discussed this with Finance and the County Administrator's Office on the need, allocation and purchase.**

Recommended by: Deputy Chief Chris Cowan and Major Roxanna Meetze

Department: Sheriff's Department

Date: September 14, 2016

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC, AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, if plans proceed as expected, Haven Campus Communities - Columbia, LLC, a limited liability company organized and existing under the laws of _____ (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

WHEREAS, the Facility is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments with respect to the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete such expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, such expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution or ordinance by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments with respect to the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and that do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: _____ __, 2016
Second Reading: _____ __, 2016
Public Hearing: _____ __, 2016
Third Reading: _____ __, 2016

EXHIBIT A
Property Description

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

EXHIBIT B
FORM OF CREDIT AGREEMENT

[See Attached]

CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

Effective as of _____, 2016

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of _____, 2016 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Haven Campus Communities – Columbia, LLC, a limited liability company organized and existing under the laws of the State of _____ and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; and (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously established a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (as amended from time to time, “Park Agreement”);

WHEREAS, if plans proceed as expected, the Company will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. _____ dated _____, 2016 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. _____ dated _____, 2016, consented to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments due with respect to the Facility to reimburse the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has duly approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;
- (d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;
- (e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and
- (f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

- (a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and
- (b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, ("City Code") as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

ARTICLE III CREDIT TERMS

SECTION 3.01. Amount and Duration of Credit.

(a) If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment (which shall be the Fee Payment before the deduction of any Credit due hereunder) payable with respect to the Facility is greater than or equal to \$750,000, the County shall provide a 50% Credit against the Fee Payment due with respect to the Facility for such year, as provided herein. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$750,000 for such year, then the County shall provide a Credit against the Fee Payment with respect to the Facility for such year sufficient to reduce the Company's Net Fee Payment (as defined below) to \$400,000. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$400,000, then this Agreement shall terminate prospectively.

(b) The Company is eligible to receive a Credit, as set forth in this Agreement, for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment with respect to the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility ("Credit Term").

(c) For each year of the Credit Term, the County shall prepare and issue the annual Fee Payment bill with respect to the Facility net of the Credit set forth in Section 3.01(a) hereof ("Net Fee Payment"). Following receipt of any such Net Fee Payment bill, the Company shall timely remit such Net Fee Payment to the County in accordance with applicable law.

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credit set forth in this Agreement except with respect to the Fee Payments received from the Company.

SECTION 3.02. Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Credit received by the Company under this Agreement.

SECTION 3.03. Termination.

Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Facility pursuant to the terms of this Agreement.

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 60 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party, then such Party is in default under this Agreement (“Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting Party shall have an additional period of time not to exceed 30 days from the date of such written notice by the other Party to cure such failure, unless such Parties agree in a writing signed by all Parties to an extension of such time prior to its expiration.

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (a) subject to the cure provisions in Section 4.01 hereof, terminate this Agreement;
- (b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (c) bring suit upon this Agreement;
- (d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, and may be given by resolution of County Council. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the Company. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County or the Company, as the case may be, shall bind or inure to the benefit of the successors of the County or the Company, as the case may be, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Company shall further reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

SECTION 5.08. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

with a copy to
(does not constitute notice): Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company: Haven Campus Communities – Columbia, LLC
c/o _____
Attn: _____

with a copy to
(does not constitute notice): Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$5,000.

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time, and at the expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 5.12. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, Haven Campus Communities - Columbia, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
Description of Site

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)”; from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements

First Reading: October 4, 2016 [Tentative]

Second Reading:

Third Reading:

Public Hearing: May 24, 2016

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO CHANGE THE USES OF “RESTAURANTS, CAFETERIAS” AND “RESTAURANTS, FULL SERVICE (DINE-IN)” FROM PERMITTED TO ONES WITH SPECIAL REQUIREMENTS; AND TO ADD A NEW USE OF “RESTAURANTS, LIMITED SERVICE (DINE-IN)” WITH SPECIAL REQUIREMENTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Retail Trade and Food Services” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Retail Trade and Food Services																	
Antique Stores (See Also Used Merchandise Shops and Pawn Shops)											P	P	P	P	P		
Appliance Stores														P	P		
Art Dealers											P	P	P	P	P		
Arts and Crafts Supply Stores												P	P	P	P		
Auction Houses													P	P	P	P	
Automotive Parts and Accessories Stores													P	P	P	P	
Bakeries, Retail												P	P	P	P	P	
Bars and Other Drinking Places											SE	SE	SR	SR	SR	SR	
Bicycle Sales and Repair												P	P	P	P	P	
Boat and RV Dealers, New and Used														P	P	P	
Book, Periodical, and Music Stores											P	P	P	P	P		
Building Supply Sales with Outside Storage													P	P	P	P	P
Building Supply Sales without Outside Storage													P	P	P	P	P
Camera and Photographic Sales and Service												P	P	P	P		
Candle Shops												P	P	P	P		
Candy Stores (Confectionery, Nuts, Etc.)												P	P	P	P		
Caterers, No On Site Consumption											P	P	P	P	P	P	
Cigar Bars												SR		SR	SR	SR	
Clothing, Shoe, and Accessories Stores												P	P	P	P		
Coin, Stamp, or Similar Collectibles Shops												P	P	P	P		
Computer and Software Stores												P	P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Convenience Stores (with Gasoline Pumps)												P	P	P	P	P	P
Convenience Stores (without Gasoline Pumps)												P	P	P	P	P	P
Cosmetics, Beauty Supplies, and Perfume Stores												P	P	P	P		
Department, Variety or General Merchandise Stores												P	P	P	P		
Direct Selling Establishments, Not Otherwise Listed														P	P	P	
Drugstores, Pharmacies, with Drive-Thru											P		P	P	P	P	
Drugstores, Pharmacies, without Drive-Thru											P	P	P	P	P	P	
Electronic Shopping and Mail Order Houses														P	P	P	P
Fabric and Piece Goods Stores												P	P	P	P		
Flea Markets, Indoor													P	P	P	P	
Flea Markets, Outdoor													P	P	P	P	
Floor Covering Stores													P	P	P		
Florists												P	P	P	P		
Food Service Contractors												P	P	P	P		
Food Stores, Specialty, Not Otherwise Listed												P	P	P	P		
Formal Wear and Costume Rental												P	P	P	P		
Fruit and Vegetable Markets												P	P	P	P	P	
Fuel Sales (Non- Automotive)															SR		SR
Furniture and Home Furnishings													P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Garden Centers, Farm Supplies, or Retail Nurseries												P	P	P	P		
Gift, Novelty, Souvenir, or Card Shops												P	P	P	P		
Grocery/Food Stores (Not Including Convenience Stores)												P	P	P	P		
Hardware Stores												P	P	P	P		
Health and Personal Care Stores, Not Otherwise Listed												P	P	P	P		
Hobby, Toy, and Game Stores												P	P	P	P		
Home Centers														P	P		
Home Furnishing Stores, Not Otherwise Listed												P	P	P	P		
Jewelry, Luggage, and Leather Goods (May Include Repair)												P	P	P	P		
Liquor Stores												P	P	P	P		
Manufactured Home Sales														SR	SR	SR	
Meat Markets												P	P	P	P		
Miscellaneous Retail Sales – Where Not Listed Elsewhere, and Where All Sales and Services are Conducted within an Enclosed Building												P	P	P	P		
Motor Vehicle Sales – Car and Truck – New and Used													P	P	P	P	
Motorcycle Dealers, New and Used													P	P	P	P	
Musical Instrument and Supplies Stores (May Include Instrument Repair)												P	P	P	P		
News Dealers and Newsstands												P	P	P	P		
Office Supplies and Stationery Stores											P	P	P	P	P		

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Optical Goods Stores											P	P	P	P	P		
Outdoor Power Equipment Stores													P	P	P		
Paint, Wallpaper, and Window Treatment Sales												P	P	P	P		
Pawnshops														P	P		
Pet and Pet Supplies Stores												P	P	P	P		
Record, Video Tape, and Disc Stores												P	P	P	P		
Restaurants, Cafeterias											<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	
Restaurants, Full Service (Dine-In Only)											<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	<u>PSR</u>	
<u>Restaurants, Limited Service (Dine-In)</u>											<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	
Restaurants, Limited Service (Delivery, Carry Out <u>Only</u>)											P	P	P	P	P	P	
Restaurants, Limited Service (Drive-Thru)													P	P	P	P	
Restaurants, Snack and Nonalcoholic Beverage Stores											P	P	P	P	P	P	
Service Stations, Gasoline													P	P	P	P	
Sporting Goods Stores												P	P	P	P		
Television, Radio or Electronic Sales													P	P	P		
Tire Sales													P	P	P		
Tobacco Stores												P	P	P	P		
Truck Stops														P	P	P	P
Used Merchandise Stores												P	P	P	P		
Video Tape and Disc Rental												P	P	P	P		
Warehouse Clubs and Superstores														P	P		

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(64) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In) – OI, NC, RC, GC, M-1, LI”, the existing Paragraph (64) is renumbered to read as Paragraph (65), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(64) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In)”, the existing Paragraph (64) is renumbered to read as Paragraph (65), and all remaining paragraphs are renumbered in appropriate chronological order.

- (64) Restaurants, Cafeterias; Restaurants, Full Service (Dine-In Only); Restaurants, Limited Service (Dine-In)
 - a. Use districts: Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 Light Industrial; LI Light Industrial.
 - b. As a regular and substantial source of business to the licensed establishment, meals shall be served upon the demand of guests and patrons during the normal “mealtimes” which occur when the licensed business establishment is open to the public and that an adequate supply of food is present on the licensed premises to meet such demand.
 - c. Seating for Full Service (Dine-In Only) Restaurants must be provided for at least twenty (20) patrons.
 - d. Seating for Limited Service (Dine-In) Restaurants must be provided for at least twelve (12) patrons.
 - e. Tables and booths must be of adequate height and size to accommodate full food service in accordance with the number of chairs found at the table/booth.
 - f. The bar area shall not cover more than twenty-five (25) percent of floor area, excluding the kitchen, storage area(s), serving areas and offices.
 - g. A full floor plan of the restaurant shall be provided to the Zoning Administrator.
 - h. Alcoholic beverages shall not be sold or dispensed unless the kitchen is open and prepared food items from the menu are available to patrons.

- i. The stage area for entertainment shall not exceed one-hundred (100) square feet or ten (10) percent of the total floor area (excluding the kitchen, storage area(s), serving areas and offices), whichever is greater.
- j. The area devoted to dancing shall not exceed 250 square feet or ten percent of total floor area (excluding the kitchen, storage area(s), serving areas and offices), whichever is greater.
- k. Admission/cover charges prior to entrance are prohibited.
- l. The restaurant must be equipped with a kitchen that is primarily utilized for the cooking, preparation and serving of meals.
- m. The restaurant must have readily available to its guests and patrons either “menus” with the listings of the various meals offered for service or a listing of available meals and foods, posted in a conspicuous place readily discernible by the guest or patrons.
- n. The restaurant must prepare for service to customers meals at least once each day the business establishment chooses to be open.
- o. Any advertisement for the establishment must be in conjunction with the primary business activity.
- p. Dancing poles within the establishment are prohibited.
- q. The following definitions shall be used in conjunction with this paragraph:
 - 1. “Meal” means an assortment of various prepared foods which shall be available to guests on the licensed premises during the normal “mealtimes” which occur when the licensed business establishment is open to the public. Sandwiches, boiled eggs, sausages and other snacks prepared off the licensed premises but sold thereon, shall not constitute a meal.
 - 2. “Kitchen” means a separate and distinct area of the business establishment that is used solely for the preparation, serving and disposal of solid foods that make up meals. Such area must be adequately equipped for the cooking and serving of solid foods, and the storage of same, and must include at least twenty-one cubic feet of refrigerated space for food and a stove/oven.

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2016

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA
FOR CERTAIN WATER LINES TO SERVE THE DECKER CENTER;
RICHLAND COUNTY TMS #16911-03-09.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for Decker Center Remodel; Richland County TMS #16911-03-09; CF#331-22, 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 _____.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2016.

Michelle Onley
Assistant Clerk of Council

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

STATE OF SOUTH CAROLINA)

DEED TO WATER LINES FOR DECKER
CENTER REMODEL (2510 DECKER BLVD);
RICHLAND COUNTY TMS #16911-03-09;
CF#331-22

COUNTY OF RICHLAND)

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" and 8" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP) and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #331-22, which is incorporated herein by specific reference thereto.

An 8" water line beginning at a valve tied to an existing 8" City water line (CF #62-230) located in the loading area on the subject property fifty-nine and eight tenths (59.8) feet northwest of the northeastern building corner of "Existing Building"; thence turning and extending therefrom in a southeasterly direction along the loading area on the subject property, for a distance of four and seven tenths (4.7) feet to a 22.5° bend located in the loading area on the subject property fifty-six and two tenths (56.2) feet north of the northeastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly/more southerly direction along the loading and parking areas on the subject property, for a distance of two hundred twenty-five and eight tenths (225.8) feet to a 22.5° bend located in the loading area on the subject property sixty-one and eight tenths (61.8) feet northwest of the eastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly direction along the loading area on the subject property and generally parallel to said "Existing Building", for a distance of eighty-one (81) feet to a 22.5° bend located in the loading area on the subject property twenty-one and six tenths (21.6) feet southeast of the eastern building corner of said "Existing Building"; thence turning and extending therefrom in a southeasterly/more southerly direction along the loading area on the subject property, for a distance of one hundred five and two tenths (105.2) feet to a valve located in the loading area on the subject property, approximately ninety-six (96) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Also, a 6" water line beginning at an 8"x8"x6" tee on the aforescribed 8" water line located in the loading area on the subject property, thirty-three and six tenths (33.6) feet southeast of the eastern building corner of said "Existing Building"; thence extending therefrom in a northeasterly/more easterly direction crossing the loading area on the subject property, for a distance of sixteen (16) feet to a fire hydrant located on the subject property, forty-two and nine tenths (42.9) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Also, a 6" water line beginning at an 8"x8"x6" tee on the aforescribed 8" water line located in the loading area on the subject property seventy-seven and five tenths (77.5) feet southeast of the eastern building corner of said "Existing Building", thence

APPROVED AS TO FORM
NAH 7-8-16

Legal Department City of Columbia, SC

extending therefrom in a southwesterly/more westerly direction along the loading area on the subject property, for a distance of ten and one tenth (10.1) feet to a meter vault located in the loading area on the subject property seventy-six and three tenths (76.3) feet southeast of the eastern building corner of said "Existing Building"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, its contractor, agent or any other party acting on behalf of the Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of ingress, egress, construction operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an easement for access, ingress and egress along the entrance drives, private alleyways, parking areas, driveways and common areas for the operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings prepared for Decker Center Remodel, in Richland County, near the City of Columbia, South Carolina, dated May 27, 2016, last revised June 28, 2016, prepared for Richland County, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File reference #331-22.

These water lines are more clearly delineated on a set of record drawings prepared for Decker Center Remodel, in Richland County, near the City of Columbia, South Carolina, dated May 27, 2016, last revised June 28, 2016, prepared for Richland County, prepared by Chao & Associates, Inc., Gerald A. Lee, S.C.P.E. #21629 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City File reference #331-22.

PW

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day of _____, 20____.

WITNESSES:

RICHLAND COUNTY

(witness #1 signature)

By: _____
(Signature)

(witness #2 signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ of _____ on behalf of the within-named Grantor.
(Name of Officer and Title) (City and State)

(Notary Signature)
NOTARY PUBLIC FOR _____
(State)
MY COMMISSION EXPIRES _____
(Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Decker Center Remodel with Richland County as Grantor and the City of Columbia, as Grantee this _____ day of _____, 20____.

State Bar Number: _____