

**RICHLAND COUNTY**  
**COUNTY COUNCIL AGENDA**



**Tuesday, OCTOBER 06, 2020**

**6:00 PM**

**ZOOM MEETING**

# RICHLAND COUNTY COUNCIL 2020



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022





Richland County Council

Regular Session  
October 06, 2020 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,  
Chair Richland County Council

  - a. ROLL CALL
2. **INVOCATION**

The Honorable Bill Malinowski
3. **PLEDGE OF ALLEGIANCE**

The Honorable Bill Malinowski
4. **PRESENTATION OF PROCLAMATIONS**
  - a. A Proclamation Recognizing Spring Valley High School Named a "Top 20" National Magnet School of Excellence

The Honorable Yvonne McBride  
The Honorable Jim Manning
  - b. A Proclamation Recognizing Paris Asmond, Peyton Hightower, Madison Ross, and Olivia Taylor on their 4x400 Amateur Athletic Union Relay Race National Championship Win

The Honorable Yvonne McBride  
The Honorable Jim Manning
  - c. A Proclamation Recognizing Diane Sumpter on Receiving the Abe Venable Legacy Award for Life Achievement by the US Minority Business Development Agency (MBDA)

The Honorable Jim Manning
5. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

  - a. Regular Session: September 15, 2020 [PAGES 9-32]
  - b. Zoning Public Hearing: September 22, 2020 [PAGES 33-35]
  - c. Special Called Meeting: September 24, 2002 [PAGE 36]

6. **ADOPTION OF AGENDA** The Honorable Paul Livingston
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,  
County Attorney
- a. Project Sunshine
8. **CITIZEN'S INPUT** The Honorable Paul Livingston
- a. For Items on the Agenda Not Requiring a Public Hearing
9. **CITIZEN'S INPUT** The Honorable Paul Livingston
- a. Must Pertain to Richland County Matters Not on the Agenda  
(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)
10. **REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,  
County Administrator
- a. Coronavirus Update [PAGES 37-52]
- b. National Customer Service Week
11. **REPORT OF THE INTEIRM CLERK OF COUNCIL** Michelle Onley, Interim  
Clerk of Council
- a. Potential Council Retreat Locations:
1. Township Auditorium
2. Columbia Midlands Convention Center
3. Columbia Museum of Art
12. **REPORT OF THE CHAIR** The Honorable Paul Livingston
13. **APPROVAL OF CONSENT ITEMS** The Honorable Paul Livingston
- a. 20-019MA  
    W. P. Sligh  
    RU to NC (2.51 Acres)  
    1006 Guise Road  
    TMS # R01511-05-10 (Portion) [SECOND READING]  
    [PAGES 53-54]
- b. 20-023MA  
    Bill Dixon  
    RU to RS-MD (99.6 Acres)

S/E Rabon Road  
TMS # R17112-01-01(Portion) [SECOND READING]  
[PAGES 55-56]

- c. 20-024MA  
Bill Dixon  
RU to RM-MD (23.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (Portion) and R17115-010-01  
[SECOND READING] [PAGES 57-58]
- d. 20-025MA  
Anil R. Parag  
PDD to amended PDD (1.076 Acres)  
301 Rice Meadow Way  
TMS # R20310-05-01 [SECOND READING] [PAGES 59-60]
- e. Sewer and Water Connection for Residents Living Within the  
Southeast Sewer and Water Expansion Zone [PAGES 61-69]
- f. Change Order for Division 4 of the Southeast Sewer and Water  
Expansion Project [PAGES 70-78]

**14. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. 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, 2020, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2020, through June 30, 2021 [PAGES 79-90]
- b. An Ordinance authorizing deed to the City of Columbia for Clemson Road Widening 12" water line relocation; Richland County TMS#s 25700 and 25800 (portion) [PAGES 91-101]

**15. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters [PAGES 102-124]
- b. Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring

and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters [PAGES 125-147]

- c. An Ordinance Amending the Fiscal Year 2021 Victim Assistance Fund annual budget by \$153,456 to amend Richland County Sheriff Budget in the VA Fund [PAGES 148-150]
- d. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$1,092,456 to pay for the annual costs of body worn and in-car cameras in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget [PAGES 151-153]

**16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Joyce Dickerson

- a. Richland School District One's Recommendation to Deny Richland County's Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project [PAGES 154-190]
- b. Sewer Request for the Farm at McCord's Ferry Road [PAGES 191-209]
- c. Broad River Wastewater Treatment Facility (WWTF) Headwork and Emergency Storage (Lagoon) Upgrade [PAGES 210-252]

**17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

The Honorable Paul Livingston

- a. A Resolution approving the 2020 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina [PAGES 253-271]

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

The Honorable Bill Malinowski

- a. ITEMS FOR ACTION
  - 1. Proposed CMRTA Board Member Qualifications [PAGES 272-277]

**19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

The Honorable Jim Manning

- a. Polo Rd. Widening Service Order [PAGES 278-317]

- b. I-26 Widening Mitigation Credit Sales [PAGES 318-331]
- c. Petition for Annexation of Richland County property Three Rivers Greenway/ Saluda Riverwalk [PAGES 332-335]
- d. Transportation Department Organization [PAGES 336-341]

**20. OTHER ITEMS**

The Honorable Paul Livingston

- a. FY21 Budget Considerations: [PAGES 342-362]
  - 1. School Resource Officers
  - 2. Approval to fund Central Midlands COG at the FY21 contractual amount of \$194,977. The current amount approved for FY21 is \$189,298.
- b. Prisma Health's Request to Use Columbia Place Mall for COVID-19 Testing [PAGES 363-372]
- c. FY20 – District 5 Hospitality Tax Allocations [PAGES 373-374]
- d. FY20 – District 2 Hospitality Tax Allocations [PAGES 375-376]

**21. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**22. MOTION PERIOD**

- a. I move to restore \$37,561 to the Richland County Conservation Program Historic Preservation Grants from the Richland County Conservation Commission Reserve Account to be allocated in the FY21 grants program.

The Honorable Allison Terracio

**23. ADJOURNMENT**



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





## Richland County Council

REGULAR SESSION  
September 15, 2020 – 6:00 PM  
Via Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Ashiya Myers, Ashley Powell, Angela Weathersby, Leonardo Brown, John Thompson, Dale Welch, Kyle Holsclaw, Clayton Voignier, Jeff Ruble, Jennifer Wladischkin, Dwight Hanna, Michael Maloney, Stacey Hamm, Judy Carter, Tariq Hussain, Brad Farrar, Bill Davis, Michelle Niermeier, Ronaldo Myers, Steven Gaither, Alexandria Stephens, Ojetta O’Bryant, Geo Price Dante Roberts, James Hayes and Larry Smith

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Jim Manning
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Jim Manning
4. **APPROVAL OF THE MINUTES**
  - a. **Special Called: August 31, 2020** – Ms. Newton noted that her vote was not recorded on Item 14(a), which is located on p. 5 of the minutes.

Ms. Dickerson moved, seconded by Ms. Myers, to approve the minutes as corrected.

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

Not Present: McBride, Walker and Kennedy

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Malinowski noted Item 16(a) had been previously been reported out of the Administration and Finance Committee; therefore, it does not need to be listed under the Report of the Administration and Finance Committee.

Mr. Livingston suggested moving Item 16(a) to “Other Items” and listing the item as 19(c) on the agenda.

Ms. Dickerson moved, seconded by Ms. Newton, to adopt the agenda as amended.

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

Opposed: Manning

Not Present: Kennedy

The vote was in favor.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated that Item 19(c) “Home Detention/Electronic Monitoring Services” is potentially an Executive Session item.

7. **CITIZENS’ INPUT**

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

8. **CITIZENS’ INPUT**

- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at this time.) – No comments were received.

9. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown cited information from the [www.scdhec.gov](http://www.scdhec.gov) website. According to the website, from February 10 – September 14, Richland County has had 100,013 COVID-19 test performed. Of those tests, 19,222 were positive, which equates to a 21% positivity rate. From August 31 – September 14, there were 11,499 test conducted, with a positivity rate of 23.7%, which equates to 2,602 positive results. He also noted there have been 220 deaths in the County.

There are a couple face mask events coming up, with one taking place on Friday, September 18<sup>th</sup> in Council District 2.

10. **REPORT OF THE INTERIM CLERK OF COUNCIL** – No report was given.

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

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance authorizing deed to the City of Columbia for Clemson Road Widening 12” water line relocation; Richland County TMS # 25700 and 25800 (portion) – No comments were received.

13. **APPROVAL OF CONSENT ITEMS**

- a. 20-008MA, Michael Winkler, RU to NC (1.25 Acres), 11045 Two Notch Road, TMS # R29100-05-04 [THIRD READING]
- b. 20-015MA, Brenda Miller, RU to RS-MD, 8104 Brookmount Lane, TMS # R14414-02-04 [THIRD READING]
- c. 20-018MA, Ryan Horton, RM-HD to GC (2.62 Acres), 616 Percival Road, TMS # R16716-01-01 [THIRD READING]
- d. 20-006MA, Paul Pettinelli, HI to GC (.9 Acres), 1314 Rosewood Drive, TMS # R11208-02-10 [THIRD READING]
- e. 20-014MA, Alex Serkes, GC to HI (6 Acres), 10501 Farrow Road, TMS # R17500-02-07 and 15 [THIRD READING]

Mr. Manning moved, seconded by Ms. Newton, to approve the consent items.

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

Not Present: Kennedy

The vote in favor was unanimous.

14. **SECOND READING ITEMS**

- a. An Ordinance authorizing deed to the City of Columbia for Clemson Road Widening 12" water line relocation; Richland County TMS # 25700 and 25800 (portion) – Mr. Manning moved, seconded by Mr. Walker, to approve this item.

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

Not Present: Kennedy

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Newton, to reconsider this item.

Opposed: Malinowski, McBride, Livingston, Terracio, Walker, Myers and Newton

Not Present: Kennedy

The motion for reconsideration failed.

15. **FIRST READING ITEMS**

- a. Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related – Ms. Terracio moved, seconded by Mr. Livingston, to approve this item.

Ms. Myers inquired if it is our custom to include BAN language in the bond issuances, and if so, why and the cost associated with it.

Mr. Jones responded the authorization is always included in the event that something happens in the market where the County still needs the money, but would rather borrow short-term to allow the market to adjust. Therefore, it would only be out of necessity.

Ms. Myers suggested, if that is the case, it needs to be reflected in the language because there is a cost associated with the issuance of a BAN, and then later issuing bonds. Additionally, Ms. Myers noted she has received the feasibility study for Fire Service, but she is not sure if full Council has seen it. She believes it should have been provided to full Council as a precursor to requesting Council to vote on bonds, or BANs, for fire safety and improvements.

Mr. Byrd responded the whole process was paused when the pandemic began. Some of the information is still in draft form, and has not been finalized. He stated they can begin the process again, and move forward. The bond process took a different separate avenue.

Ms. Myers stated, for clarification, we are moving forward with the suggestions, but to not request Council to adopt the feasibility study.

Mr. Byrd noted the feasibility study still has to be vetted by the consultant, and approved. He stated some of the items in the bond pre-dated the discussion about a consultant, but the consultant did look at what we were proposing, and agreed with it; therefore, it was placed in the draft.

Ms. Myers stated, as a foundation document, which shows the public and Council why staff is making the recommendations they are making. It is important for people to know where we have had experts identify there are issues with safety, and why we are not refurbishing fire stations in their neighborhood(s). She noted the feasibility has been in the works for approximately 3 years. She suggested the document has to be a part of the discussion, and approval of the bond amounts.

Mr. Malinowski requested additional details of the projects, so the public is aware of what Council is voting on. He agrees with Ms. Myers that everyone needs to see the Fire Service feasibility study. In addition, many of these projects go back to 2014, and there have been huge changes in development in the last 6 years. He is not sure that the stations being cited are the ones that need to be built, or upgraded. There may be others that need to be considered; therefore, we may need to go back to the drawing board and re-create, in conjunction with the Council representative for that area, to re-create the priority list.

Ms. Newton stated she would like to see the research that notates where we need the fire stations, and why.

Ms. Myers stated she is not in favor of starting from scratch, since we could end up 4 years from now still talking about whether or not we are going to build the fire stations. The need for the fire stations, and fire safety, was one of the first things she raised when she was elected to Council. She finds it shocking that we still cannot decide whether or not there is a feasibility study that indicates there needs to be fire stations in parts of the County where there is an ISO Rating of 8, 9 or 10. Instead of starting from scratch, we need to put a deadline on getting the feasibility study completed. If there are questions about it, then send those back to the drawing board, but not the whole thing.

Mr. Livingston stated, for clarification, what we are discussing now is Item 15(a), but it appears a lot of the conversation is centered on Item 15(b).

Ms. McBride noted these items were discussed in committee, and are now back before Council. The information should be available online and in the committee's discussion.

Mr. Hayes stated these items were approved, as a part of the budget work session, and were a part of the motions list that Council approved in June.

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

Opposed: Malinowski, Walker, Myers and Newton

Not Present: Kennedy

The vote was in favor.

- b. Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters – Ms. Terracio moved, seconded by Ms. McBride, to approve this item.

Mr. Malinowski noted he is not advocating starting from scratch, but having discussions with individual Council members who may be affected.

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

Opposed: Malinowski, Walker and Newton

Not Present: Kennedy

The vote was in favor.

Ms. Myers requested that the draft feasibility study be distributed to Council members prior to the next Council meeting.

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

- a. Home Detention/Electronic Monitoring Services – This item was moved to “Other Items”

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

- a. Award of Engineering Services contract for a cleared site at the Blythewood Business Park – Mr. Livingston stated the committee’s recommendation was for approval.

Mr. Malinowski stated we are being asked to approve a contract, but there has been no input from Legal, Budget, Finance, etc.

Mr. Ruble responded that this item went through the procurement process, and Ms. Wladischkin may be able to address those procurement procedures.

Mr. Malinowski moved, seconded Ms. Myers, to defer this item.

In Favor: Malinowski and Myers

Opposed: Dickerson, McBride, Livingston, Terracio, Walker, Manning and Newton

Not Present: Kennedy

The motion failed.

Ms. Myers requested an overview of the document Council has been requested to vote on.

Mr. Ruble stated the Richland County Economic Development Office received funding for \$2,370,000. Council voted in December 2019 to receive those funds. The funds were to go toward grading and preparing a site in the Blythewood Business Park.

Ms. Myers inquired if Legal, or any of the other departments, had reviewed the contract, and if there were any things Council needs to be aware of before it is voted on. She is concerned that we may be blindly agreeing to things that would later be problematic.

Ms. Wladischkin responded we will be using the standard contract for Professional Services, and incorporating the vendor's submittal to the RFP, as part of the contract documents.

Ms. Newton inquired if, by using the standard contract, we are following Richland County's standard procedure with contracts, of this nature.

Ms. Wladischkin responded this is the County's standard procedure for implementing contract. There is a boilerplate contract for Professional Services, and we incorporate the solicitation documents as a part of the entire contract package.

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

Opposed: Malinowski

Not Present: Kennedy

The vote was in favor.

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

In Favor: Malinowski

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

Not Present: Kennedy

The motion for reconsideration failed.

- b. Authorizing the extension of the term of the fee in lieu of tax agreement dated as of September 1, 1999, by and between Richland County, South Carolina, and Carolina Ceramics, LLC – Mr. Livingston stated the committee recommended approval of this item.

Ms. Newton inquired if this is a 5-year extension.

Mr. Ruble responded it is a 5-year extension on a 20-year term.

Ms. Myers inquired if staff had responded to the questions raised at the last meeting.

Mr. Ruble responded those responses were sent to Council on September 10<sup>th</sup>.

Mr. Malinowski noted we are potentially setting a negative precedence, in that, if someone falls on hard times the County can change the rules to allow them to continue to “play”.

Mr. Ruble responded this is a discretionary incentive, so Council can do as it so pleases. The committee weighed the issue and recommended approval because this company invested more than they committed, when the FILOT was originally created.

Mr. Malinowski stated the company is requesting an extension, in hopes of returning to profitability. He inquired as to what happens if the they do not.

Mr. Ruble responded the agreement would be null and void and the company would go out of business.

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

Not Present: Kennedy

The vote in favor was unanimous.

- c. Consenting to and ratifying the partial assignment and assumption of a fee in lieu of tax and incentive agreement from PPT Real Estate Enterprises L.P. to NL Ventures XI Northpoint, L.L.C.; and other related matters – Mr. Livingston stated the committee’s recommendation is for approval.

Mr. Malinowski stated on p. 145 it references “Exhibit A”, which is an older assignment that notates the term for this expired. He inquired if we gave them a 5-year extension from their original investment period, which ended on October 31, 2016.

Mr. Ruble responded there are two (2) concurrent agreements. One expired in 2016, which was a FILOT. There is another agreement that is ongoing. Council voted on, and approved in May 2020, but it was with a different buy. The deal with that buyer ultimately feel thorough. The company has now returned with a different buyer, and they are asking Council to approve it again.

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

Not Present: Dickerson and Kennedy

The vote in favor was unanimous.

- d. Authorizing, approving, ratifying and consenting to the partial assignment and assumption of an infrastructure credit and incentive agreement from PPT Real Estate Enterprises, L.P. to NL Ventures XI Northpoint, L.L.C.; and other related matters – Mr. Livingston stated the committee recommended approval of this item.

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

Not Present: Dickerson and Kennedy

The vote in favor was unanimous.

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

Regular Session  
September 15, 2020

I. **NOTIFICATION OF VACANCIES**

- a. Accommodations Tax – Five (5) Vacancies (ONE applicant must have a background in the lodging industry, THREE applicants must have a background in the cultural industry, and ONE applicant will fill an At-large seat)
- b. Airport Commission – Three (3) Vacancies (ONE applicant must reside within the Rosewood, Shandon, or Hollywood-Rose Hill-Wales Garden neighborhoods)
- c. Board of Assessment Appeals – One (1) Vacancy
- d. Building Codes Board of Appeals – Six (6) Vacancies (ONE applicant must be from the Architecture Industry, ONE from the GAS Industry, ONE from the Building Industry, ONE from the Contracting Industry & TWO from Fire Industry as alternates)
- e. Business Service Center – Two (2) Vacancies (ONE applicant must be from the Business Industry and ONE applicant must be a CPA)
- f. Central Midlands Council of Governments – Two (2) Vacancies
- g. CMRTA – One (1) Vacancy (Applicant familiar with COMET System and fiduciary experience preferred)
- h. Community Relations Council – Eight (8) Vacancies
- i. East Richland Public Service Commission – Two (2) Vacancies
- j. Employee Grievance Committee – Six (6) Vacancies (MUST be a Richland County employee; 1 seat is an alternate)
- k. Hospitality Tax – Four (4) Vacancies (TWO applicants must be from the Restaurant Industry)
- l. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
- m. LRADAC – Two (2) Vacancies
- n. Music Festival – Two (2) Vacancies
- o. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
- p. Richland Library Board of Trustees – One (1) Vacancy
- q. Richland Memorial Hospital Board of Trustees – Two (2) Vacancies
- r. r. River Alliance – One (1) Vacancy
- s. Transportation Penny Advisory Committee (TPAC) – Three (3) Vacancies



Mr. Malinowski stated the committee recommended advertising for the vacancies.

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

Not Present: Dickerson and Kennedy

The vote in favor was unanimous.

II. **NOTIFICATION OF APPOINTMENTS**

- a. Board of Zoning Appeals – 1 – Mr. Malinowski stated the committee recommended to re-advertise for this vacancy.

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

Not Present: Dickerson and Kennedy

The vote in favor was unanimous.

- b. Central Midlands Council of Governments – 3 – Mr. Malinowski stated the committee recommended appointing Dr. Todd Beasley and re-advertising for the remaining vacancies.

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

Not Present: Kennedy

The vote in favor was unanimous.

- c. Music Festival – 2 – Mr. Malinowski stated this item was held in committee.

19. **OTHER ITEMS**

- a. FY21 Budget Considerations:

Mr. Brown stated he is requesting that Council approve the amendments to the FY20-21 budget, as submitted to Council in the Recommended Budget Book received the week of August 31, 2020. The amendments include:

- Includes 10% budget reduction to many departments and county funded organizations. The funding was approved in the budget; therefore, it does not require an amendment.

Mr. Manning inquired if Mr. Brown is discussing Item 19(a)(1): Safe Voting Plan 2020 Grant Agreement.

Mr. Livingston responded it is “Budget Considerations”, but not a specific item.

Mr. Manning stated the first item would be Item 19(a)(1), which is the way the agenda was printed, published and advertised.

Ms. Myers stated she does not believe what Mr. Brown is discussing is properly before the body because it is not listed on the agenda.

Mr. Brown stated, for clarification, the item “Budget Considerations” would not be considered appropriately on the agenda.

Mr. Manning responded that is the point that Ms. Myers and himself are raising, based on the reading of the agenda printed, published, etc.

Ms. Myers stated, if these items are time-sensitive, must be taken up tonight, she would suggest that we amend the agenda to take them up, but she does not believe we can take them up as the agenda is printed.

Mr. Livingston inquired if the County has accepted the grants referenced in the briefing documents.

Mr. Brown responded the County has not accepted the grants that have a start date of October 1, 2020. If Council chooses not to accept these grants, then we would not be able to meet the deadline to receive these routine grants.

Ms. McBride inquired if Council had already approved the FY21 budget.

Mr. Brown responded in the affirmative, but Council will need to approve the receipt of the grants.

Ms. Myers noted there is no supporting documentation in the packet for what Mr. Brown is pointing out. She also thought that we were discussing the 10% across the board reduction, which we have not approved.

Mr. Brown responded in the affirmative. If Council took no action, the FY20-21 budget has been approved; therefore, those reductions would not be included. He noted the documentation for this posted on the County’s website and was covered in the recent amendments.

Mr. Malinowski requested a legal opinion on whether we can take up these items.

Mr. Smith responded it does not appear, with the way the item is listed on the agenda, that there is not a clear delineation, as it relates to the budget item, Mr. Brown is discussing.

Mr. Livingston suggested moving forward with the items listed on the printed agenda, and if there are any time-sensitive items, we vote to amend the agenda to take those items up.

1. Safe Voting Plan 2020 Grant Agreement—Mr. Brown stated Council received detailed responses to the questions raised on whether or not the Board approved this grant for the Voter Registration’s Office. There is information from the SC Election Commission that states that the State does not receive the grant; therefore, the County, or someone else, would have to act as the recipient of the grant, on behalf of Voter Registration & Elections. There is information about the organizations that support the funding for the grant, as well as other counties that have received funding.

Mr. Manning moved, seconded by Ms. McBride, to accept this grant.

Mr. Malinowski noted, on p. 252, it states, “Since the appointing authority for county election commissioners is by an authority ‘outside county government’ ...the General Assembly has

mandated that county council possesses no authority in this area..." Therefore, if we possess no authority, he does not believe we have the authority to accept or reject the grant, regardless of what it is for.

Mr. Smith responded the Elections Board is appointed by the Legislative Delegation; therefore, they are a separate legal entity. In this case, we recommended the County act as a pass through for these funds, with the caveat that the County is not going to be responsible for the admission, or the operations, of this grant. Administration and operations of this grant, and the things the grant is attended to address, will be the responsibility of the Board of Elections and Voter Registration.

Mr. Malinowski stated, in the requirements, from the agency, it notes, "they can ask for the return of all or part of the grant funds if it is determined, in its sole judgment, that any of the above conditions have not been met." To him, this means the County will be held responsible, if the conditions are not met. He also noted the local government units would own and control all of the equipment. We have no idea if there is any software requirements, future costs for maintenance, etc. It is his understanding, the State has mandated there should be one voting machine for every so many voters. So, why would we want to incur costs for maintenance, and associated costs for 30 machines? In addition, he did research on this and it showed that many of the organizations that support them are left leaning private groups, who advocate for specific political agendas. They have shown themselves to oppose congressional bills that target terrorists, human traffickers, and other criminals that use the internet for crimes. They also want to guide voters to what they should be doing when they register to vote. He does not believe we align ourselves with a group that has surrounded themselves with so many questionable supporting entities.

Ms. McBride stated the recommendation came Richland County Voter Registration & Elections, and they took all of these things into consideration. We know that additional resources are needed, and the problems we have experienced; therefore, any resources we can obtain to help mitigate some of these issues we need to look at doing.

Ms. Terracio stated, because County Council is the funding source for the Board of Elections, if we deny these monies, we would shirking our duties to ensure the Election Commission is fully funded.

Ms. Myers stated there are good reasons to add voting machines. State law sets a floor, not a ceiling. It states we must have a minimum number of voting machines. Given our desire to support the Election Commission to ensure the vote, and election is free and fair, having more machines strikes her as the right thing to do.

Mr. Malinowski inquire if the Election Commission did any research into the partners, which are outline on p. 270 of the agenda, this group has.

Ms. Stephens stated she did review the partners and sources for this organization. She stated these machines will be used at satellite locations throughout the County. Other machines they are looking into purchasing will assist in counting absentee ballots, in sorting the ballots as they are received and to verify the signatures.

Mr. Malinowski inquired what has been determined regarding additional maintenance, registration, software contracts, etc.

Ms. Stephens stated she is still awaiting quotes from the vendors about rolling the maintenance into the current maintenance contract. She will provide Council with this information, when she receives it.

Mr. Malinowski noted that he has received complaints about the phones not being answered in Voter Registration.

Ms. Stephens responded that she will be meeting with IT to initiate a telephone service to get information out to the public, and additional staff has been hired to assist citizens with questions.

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

Opposed: Malinowski

Not Present: Kennedy

The vote was in favor.

2. Riverbanks Zoo Request – Mr. Manning moved, seconded by Mr. Malinowski, to honor the request of the Riverbanks Zoo to allow them to have the funds they would usually receive later in the year, based upon the reasons publicly presented at the budget work session.

Mr. Malinowski inquired if it had been determined if we can do this legally.

Mr. Brown responded it was his understanding that there is a process for doing this, but that it would be vetted and presented to Council prior to the funds being released.

Ms. McBride stated, for clarification, they are not requesting additional funds, but to receive their funds at a different time.

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

Not Present: Kennedy

The vote in favor was unanimous.

3. School Resource Officers – Mr. Brown stated, at the budget work session, Chief Cowan made a presentation to Council, and forwarded information to each Council member regarding their request as it relates to school resource officers.

Mr. Malinowski inquired why the amounts per officer vary.

Chief Cowan responded there was a period of time when the school resource officers were at a 50%/50% cost. Then there was a period of time when School District One added 14 new SROs. When they did so they were required to pay those at 100%, and have continued to do so. As new SROs are added, at the request of the district, they are required to pay 100% of the cost for those positions. Therefore, that causes a difference from district to district. It also causes a change when it involves the number of SROs they have, per district.

Mr. Malinowski noted approximately 76% of the overall cost is funded by the district, but the figures for Heathwood Hall does not indicate the 76%. The MOU amount was a little over \$47,000, and the cost to the County was \$35,000.

Chief Cowan stated the overall cost of the program is 75.9% collectively. Each district is broken down differently, based on the cost they pay. Each district had incurred increased costs over the last several years, and that has begun to increase.

Ms. Terracio stated her vote “no” to this is a signal that she would like for us to explore other ways for us to have support at the schools, beyond law enforcement.

Ms. McBride noted the SROs are important, but so are the nurses and social workers. She is concerned that we never provide the resources that are needed for the social services. She inquired as to what the requested amount is.

Chief Cowan responded they are requesting a revised budget of \$6,795,406.20, which is approximately a \$727,000 increase from last year. The majority of the increase will address the salary increases implemented as a result of the Total Rewards study and some operational expenses.

Ms. McBride inquired if this a raise for the SROs.

Chief Cowan responded the SROs, along with other County employees, received raises over the course of the Total Rewards Program. This amount is specific to making sure the budget for the School Resource Officer Program is commiserate with the costs related to their salaries, FICA, retirement, and operational expenses.

Ms. McBride stated, for clarification, if we did not approve the \$727,000, we would not lose any SROs.

Chief Cowan responded they would not have the funding in place to pay them their salaries.

Ms. McBride stated, for clarification, the SROs would have their salaries decreased.

Chief Cowan responded the Sheriff’s Department would have to figure out a way to pay their salaries, and he would assume decreasing their salaries would be the only way to do so. He stated there were 67 SROs, in the last fiscal year, which did not receive the funding they should have, and the Sheriff covered those costs within his budget.

Ms. McBride inquired if Administration had reviewed the SRO budget and agreed with them not having adequate funding to continue paying them at last year’s level.

Mr. Brown responded, based upon the information provided by Chief Cowan, it is possible the financial numbers and the budget numbers do not match. Whether or not that is the total value can only be determined by the department who is creating the expense.

Mr. Livingston inquired if the \$727,000 would give a pay increase to all of the SROs.

Chief Cowan responded it would balance the SRO Budget, and make the budget whole. If this item passes, the SROs will not receive additional raises. It will fund them at their present salaries, and there will not be any positions added.

Mr. Livingston stated, for clarification, each department, based on the Total Rewards criteria approved by Council, received a certain amount of funding.

Mr. Hayes responded Council approved \$1.5M for Total Rewards to begin in January. Annualized that would be \$3M. Mr. Hanna worked with payroll to determine the eligibility criteria for each department.

Ms. Newton stated this discussion has raised questions about the Total Rewards Program, and it would be appropriate for Council to get a full update on where we are with Total Rewards, to compare what we approved, and what we funded. Looking at the additional expenses we are discussing, what would be the source of funding?

Mr. Hayes responded the funding would come from the Reserve Fund, and would be an annual expenses, as these are recurring costs.

Ms. Myers inquired as to where we will be in regard to our Reserve Fund policy.

Ms. Hamm responded we would still be within the range of our Unreserved Fund balance. We currently have approximately \$40M, which is 26%.

Ms. Myers inquired, given COVID-19, and the SCDOR matter, do we have confidence that we will be within the range of where we are supposed to be.

Mr. Brown responded with the uncertainty that we face he does not want anyone to be too optimistic or too negative, but he is not confident on any financial numbers for next year.

Ms. Myers inquired if we have looked at the fiscal impact of the Total Rewards Program.

Mr. Brown responded, his understanding is, Council approve Total Rewards. The Total Rewards implementation took effect last fiscal year, but there has been no additional funding applied to Total Rewards in this fiscal year.

Mr. Hayes stated, for clarification, Council approved Phase I of the Total Rewards Program in August 2019 to bring employees up to the minimum, which equated to approximately \$1.8M. Residual funding from the COLA was used to fund that. The \$1.8M was put into the FY21 budget. In addition, initially \$1M was recommended, and Council added an additional \$500,000, to seed fund Total Rewards to bring employees up to their market level in FY20. The \$1.5M was annualized to \$3M for FY21. Therefore, the \$1.8M and the \$3M were put into FY21, as a continuation of funding that started in FY20, but no new money was added in FY21.

Ms. Myers inquired as to how this impacts the Sheriff's budget next year, since his budget is different from other budgets.

Mr. Livingston responded, based on the documents he received, we will have to fund the Sheriff's budget at the same level in the next fiscal year.

Mr. Manning stated, when he came on Council, the school districts reimbursed the County for the SROs. He inquired if that has changed.

Mr. Hayes responded the \$6,795,406 is their total requested budget. The school districts would be responsible for \$4,798,694, and the County's portion would be \$1,996,000. Chief Cowan is referring to an increase to the County's portion.

Mr. Manning stated, for clarification, there would be no reimbursement from the school districts on the funding we are discussing tonight.

Chief Cowan responded the additional funding they are requesting goes to the 75.97% overall cost of the program, which is passed off to the districts.

Mr. Manning stated, for clarification, the funding being requested is to cover the shortfall from last year.

Chief Cowan responded they met with Administration in April, May, July, August and November 2019 regarding this issue because they had 67 SROs that did not receive funding, but that qualified under the Total Rewards Program. The Sheriff's Department agreed to cover those costs for last fiscal year, and have passed those expenses off to the school districts this fiscal year.

Mr. Manning stated, when we discussed the budget earlier, when we closed out the books on June 30, 2020, which included a full quarter of dealing with COVID, that we put over \$1M in the Reserve Fund.

Ms. Hamm responded in the affirmative.

Mr. Manning stated, at that time, the question was asked, "How did July 2020 compare to July 2019?" and the answer was that the revenue in July 2020 was above July 2019.

Ms. Hamm responded in the affirmative.

Mr. Manning inquired if we have the figures from August 2020 yet.

Ms. Hamm responded the accruals are not done for August, so we do not have the total revenue for August, at this point.

Mr. Manning stated, with great respect for his colleagues, he would love to see more social work, nurses and mental health. He stated those things are funded through State government. The County can do more, but it is not statutorily under the purview of County government in the State of South Carolina. While he is for reimagining how we do policing, and additional funding for services for the citizens, if we combine those two (2) things together we can decrease some of the need for local law enforcement, he is not in favor of putting into jeopardy our current law enforcement. He noted some of the largest mass, and heartbreaking, shootings have been in schools. He suggested finding another way to make this important statement, without doing a vote that could put our students in jeopardy.

Ms. Newton stated, for clarification, the increase we are talking about only encompassing Phase I of the Total Rewards Program.

Chief Cowan responded the amount we are requesting relates directly to the phases that have been implemented.

Mr. Livingston stated he believes the \$727,000 increase for 67 SROs is significantly high. He inquired if that is equal to what others received under the Total Rewards Program. He noted the Sheriff's Department received \$1M last fiscal year.

Chief Cowan responded there were some individuals that were \$6,000 - \$7,000 behind where they needed to be, based on the Total Rewards criteria.

Ms. McBride stated she is a supporter of SROs, but she is also a supporter of social workers, counselors and nurses. She believes Council is responsible for the social services in schools, and we need to hold the school districts accountable for public safety. We need to take seriously the lack of services the students are not receiving. She requested clarity on whether all of the private schools were given an opportunity to request SROs.

Ms. Myers requested the amount set aside last fiscal year for Total Rewards and the number of employees covered by that amount.

Mr. Hanna responded, as he recalls, Council approved funding of approximately \$1.5M, which covered a 6-month period. All employees who were eligible, based on the criteria, were given an adjustment in salary. It is his recollection approximately 2,200 were eligible. He can provide that information to Council.

Ms. Dickerson inquired if this item is time-sensitive.

Mr. Brown responded Council can address this item whenever they chose. This will require a budget amendment, which will require three (3) readings and a public hearing.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer until the October 6<sup>th</sup> Council meeting.

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

Opposed: Walker and Manning

Not Present: Kennedy

The vote was in favor.

4. Victims Assistance – Sheriff's Department – Chief Cowan stated there were some additional requests at the budget work session, and the responses have been forwarded to Council. He stated, during the biennium, Council decided not to increase the Victims Service funding across the County. In so doing, it reduced the Sheriff's capacity to provide salaries, which results in a need for \$153,389.52 increase to the present budget. There are no new positions.

Mr. Malinowski stated, in the past, he had requested that the overall Victims Services program be looked at, since the costs continue to increase each year.

Mr. Malinowski moved, seconded by Ms. Dickerson, to approve the cap Council previously set.

Mr. Hayes stated the total budget for Victims Services Fund is \$686,021, and not just the Sheriff's Department.



Mr. Manning stated he understands setting a cap, like Act 388, but we have to consider growth in population, cost of living, etc. He would be concerned about freezing the funding at a certain amount. He would suggest to at least increase the funding, based on those principles.

Mr. Livingston stated, for clarification, the request is for a transfer this year of the same amount as last year.

Mr. Hayes responded, he believes, Chief Cowan is requesting an increase for the Sheriff's Department's Victim Services to make the budget whole.

Mr. Livingston inquired about how the request affects the total amount from the General Fund.

Mr. Hayes responded if we do an amendment it will be more than the \$686,000 from last year.

Mr. Walker stated, he is a little bit frustrated, as he listens to the conversation. He has been in 20 months of conversations, with this particular Council, specifically in Executive Session, where he hears the continued complaint of unfunded mandates. We get frustrated when governances, higher than us, mandate certain things that they then do not appropriate funding to us for, and we have to figure out how to cover it. He inquired how we do not perceive it as us doing the same things to those elected, over whose budget we preside. When we push down a TRS mandate that says provide raises to employees, at a certain level. How can we then not expect to be asked to fund those raises? We have told the Sheriff he has to do something, yet now we are debating whether or not we are going to fund that which we told him he has to do.

Ms. McBride stated she believes we have been supportive of the Sheriff in almost every budget issue. Our issue, right now, is ensuring that it is within our budget, and we can do it.

Mr. Malinowski requested an overview of the Victims Services Fund. It was his understanding that what was imposed on the County came from the State, and that we provide more funding than we were required to provide.

Mr. Smith responded, he believes, there was a statute passed by the Legislature that there would be victims services provided to victims of crime. Those services were generally done through the Sheriff's Department and Solicitor's Office.

Mr. Malinowski stated the reason the "cap" came into play was because the amount the State mandated the County to pay was increasing.

Mr. Livingston stated, as the years went by, the State mandated fee/tax that was funding the Victims Assistance program generated less funding than it did originally. Council felt the program was important, so we started adding funding from the General Fund to supplement their funding. He personally believes the program is worthwhile to the County.

Mr. Malinowski stated he believes the overall program needs to be reviewed because he is familiar with instances of victims not being provided the services they needed.

Chief Cowan stated, for clarification, in FY18-19 the Sheriff's budget for Victims Services was at \$650,000. In FY20, it dropped to \$524,000. They did not increase positions. The only increases to the cost of the program were related to TRS, FICA and Police Retirement. He stated they

“kick-in” annually an additional \$248,000 to help support the things that are mandated by the State and are necessary to provide services to the victims of crime. The request is to return them to the level they were at in FY17-FY19.

Ms. Myers inquired about how many Victims Assistance employees there are.

Chief Cowan responded he believes there are 12 employees, which includes FT and PT positions.

Ms. Dickerson inquired about how many victims we are serving. Has it increased or decreased?

Chief Cowan responded that they answered 154,000 calls for services, but he does not know the number of actual victims. He does know the needed services have not decreased.

Ms. Dickerson inquired about how long a person stays in the program.

Chief Cowan responded the Sheriff’s position is that anyone that has been victimized, by a crime, will be provided assistance as long as they need it.

Mr. Malinowski noted the figures provided by Chief Cowan are as follows: FY17 - \$640,000 and FY18 & FY19 - \$654,000. The motion is to provide them \$686,000, which is above those figures.

Chief Cowan stated their request is for \$677,456, which will put them back at the FY18-19 funding level. Their current approved budget is \$524,067.

Mr. Hayes stated they are requesting an additional \$153,000 over the current approved amount.

Mr. Malinowski inquired if there is someone keeping track of the victims, to ensure that the different departments (i.e. Solicitor’s Office) are not claiming the same victims.

Chief Cowan stated that he could not speak on behalf of the other departments, but the Sheriff’s Department tracks the victimization and the services they provide. He noted they provide different services to victims than the Coroner’s Office, Solicitor’s Office or the Detention Center would.

Mr. Walker made a substitute motion, seconded by Mr. Livingston, to approve the Sheriff’s funding request.

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

Opposed: Malinowski

Not Present: Kennedy

The vote was in favor.

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

In Favor: Malinowski and Newton

Opposed: Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers

Not Present: Kennedy

The motion for reconsideration failed.

Mr. Hayes stated this item will require three (3) readings and public hearing because we are amending the budget.

Mr. Livingston ruled the motion for reconsideration was improperly before the body, and this will serve as First Reading on this item.

- b. FY20 – District 3 Hospitality Tax Allocations – Ms. McBride moved, seconded by Ms. Dickerson, to approve this item.

Mr. Walker stated he is voting against this item due to his stance on the discretionary H-Tax policy of Council.

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

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The motion for reconsideration failed.

- c. Home Detention/Electronic Monitoring Services – Mr. Myers stated he provided his responses to the questions raised at the previous Council meeting, and inquired if there are any additional questions.

Mr. Malinowski stated, for clarification, if there are any changes to the agreement(s) they will need to be done at another time.

Mr. Myers responded in the affirmative. The recommendation was to approve a one-year extension.

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

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

Opposed: Malinowski and Myers

Not Present: Kennedy

The vote was in favor.

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

In Favor: Malinowski and Myers

Opposed: Dickerson, McBride, Livingston, Terracio, Walker, Manning and Newton

Not Present: Kennedy

The motion for reconsideration failed.

Mr. Manning moved, seconded by Mr. Walker to reconsider the agenda.

In Favor: Dickerson, McBride, Livingston, Walker, Manning

Opposed: Malinowski, Terracio, Myers and Newton

Not Present: Kennedy

The vote was in favor.

Mr. Manning moved, seconded by Mr. Walker, to add the following items:

19(d) - Formal acceptance of County Grants as outlined in the Recommended Budget Book;

19(e) - Approval to fund Chamber of Commerce at their FY21 requested amount of \$53,000 which is less than the currently approved amount of \$55,000; and

19(f) - Approval to add additional funding to the RCSD FY21 General Fund Budget to pay for the statutorily required Body Worn Cameras and In Car Cameras.

Mr. Malinowski, Ms. Myers, and Mr. Livingston noted their agendas did not contain the additional briefing document.

Ms. Onley responded the briefing document was received by the Clerk's Office after the agendas had been printed, but the additional briefing document was printed and included in their delivery packets, and included in the online agenda packet.

In Favor: McBride, Livingston, Walker, Manning and Newton

Opposed: Malinowski, Terracio

Abstain: Myers

*(Ms. Myers stated she was not prepared to take the items up due to her packet not being complete.)*

Not Present: Kennedy

The vote was in favor.

- d. Formal acceptance of County Grants as outlined in the Recommended Budget Book – Mr. Manning moved, seconded by Mr. Walker, to approve this item.

Ms. Newton stated, for clarification, the motion for grants would include grants for which the County would be required to pick up positions.

Mr. Hayes responded there is a chart in the Budget Book that lists what grants require position pick-ups, and it is his understanding the motion would include those grants.

Mr. Malinowski stated, in reviewing a document provided by the Legal Department that, according to State Law, if an elected official gets a grant it is understood the grant will be picked up.

Mr. Farrar stated the general principle, is there are State laws and AG opinions, which take the position that you cannot take an action, as a governing body, which would have the effect of reducing, for example, the Sheriff's capacity to enforce the law. It is not a one size fits all case, so you would have to look at each grant position.

Ms. Newton made a substitute motion, seconded by Ms. Myers, to accept all of the recommended grants, which do not require us to pick up a position, and eliminate the grants that would require position pick up.

Ms. McBride stated some of these grants are essential to the work we are doing, and the requirement to pick up the grant is a good faith effort. With the exception of law enforcement, there is no mandate that you have to pick up those positions. However, if the positions are doing what we need to do, and we have resources then we should pick them up. She does not see how we would let the needed resources go because we might have to pick up a position. Many of the services provided to our constituents now are because of grants.

Mr. Farrar stated if the County does not have the resources that may be a practical problem that overrides the issue. The basic principle is the governing body makes the appropriation and the elected official has to carry out the elected official's mission.

Ms. Myers stated, to the extent that these are necessary positions, it is her opinion that we ought not to be hoisting them upon the County through the backdoor with a grant. We should say they are necessary, and Council affirmatively votes to fund them.

Mr. Brown requested clarification on whether the substitute motion was referring to the continuing grants or new grants.

Ms. Newton stated there are 3 continuing grants and 3 new grants. She inquired as to what would happen if Council did not re-apply for the continuing grants.

Mr. Hayes responded the County would not be able to continue the grant, since we would not have Council's approval. He stated that each grant has to be accepted annually.

Ms. Newton stated her intent was to not accept the new grants.

In Favor: Malinowski, Walker and Newton

Opposed: McBride, Livingston, Terracio, Manning and Myers

Not Present: Kennedy

The substitute motion failed.

In Favor: McBride, Livingston, Manning and Myers

Opposed: Malinowski, Terracio, Walker and Newton

The original motion failed.

Ms. Myers inquired if the previous action taken eliminated grants across the board.

Mr. Hayes responded all of the grants that were scheduled to begin in October the County will not be in a position to accept those grants.

Ms. Myers moved, seconded by Mr. Walker, to reconsider this item.

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

Opposed: Malinowski and Terracio

Not Present: Kennedy

The vote was in favor.

Ms. Myers encouraged her colleagues to consider the impact, to all the departments and elected officials, by reflexively cutting out their access to the grant dollars, and may cause employees to be terminated in the midst of the pandemic. She suggested accepting the grants, even if we have to place conditions on them.

Ms. Myers moved, seconded by Mr. Walker, to approve the grants, as outlined in the budget book.

Mr. Malinowski noted he felt Ms. Newton's substitute motion to not approve the grants that required position pick-ups was a fair compromise, but that motion failed. .Now we want to do an all-or-nothing motion.

Ms. Terracio stated we have a list of grants before us, and the only way to sort to them out is whether they require position pick up. Some of the grants looks like they would provide amazing services to the citizens, but some of them she has some questions about, and she does not want to belabor the meeting going through each grant, which is why she cast a "No" vote.

Ms. Newton stated, from a budgetary perspective, it concerns her when we back ourselves into some of these positions. She believes we need a better budget process overall.

Mr. Brown stated, his recommendation, based upon the information before Council, is to approve the items currently in the budget.

Ms. Myers inquired as to the number of positions that would be eliminated if the motion was not approved.

Mr. Brown responded it would be 16 positions, based on the continuing grants.

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

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

- e. Approval to fund Chamber of Commerce at their FY21 requested amount of \$53,000 which is less than the currently approved amount of \$55,000 – Mr. Manning moved, seconded by Ms. Terracio, to approve the Chamber of Commerce’s request.

Mr. Malinowski inquired as to why the Chamber of Commerce’s budget was approved for \$2,000 more than their requested amount.

Mr. Hayes stated the Council motion was for agencies to be funded at the FY20 level; therefore, the Chamber of Commerce was approved for \$55,000.

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

The vote in favor was unanimous.

- f. Approval to add additional funding to the RCSD FY21 General Fund Budget to pay for the statutorily required Body Worn Cameras and In Car Cameras – Mr. Brown stated if you take this item up separately, instead of taking up his overall recommendation regarding the other agencies, it will require a budget amendment.

Mr. Manning moved, seconded by Mr. Malinowski, to move this item to the 2<sup>nd</sup> and 3<sup>rd</sup> Reading Budget Process.

Ms. Myers requested clarification on Mr. Brown’s previous statement.

Mr. Brown stated, for clarification, the list of items, he submitted on his agenda briefing document, could have been done within the current, approved budget amount. Once Council did not take action to decide whether or not to cut the recommended 10% that amount is still included in the department’s funds. Therefore, any additional changes would require new money vs. money that was already allocated within the budget.

Ms. Myers stated, for clarification, if this is a subset of the bigger budget, and it is one item, out of all the items, and it is still a part of what was presented to Council, why do we have to approve all the money to approve a small portion of it.

Mr. Brown stated the \$939,000 for the body worn cameras is a statutory requirement that we would be able to account for within the \$186M Council approved because we would have cut funds

from other areas freeing up the ability to allocate funds to where they were needed within the budget, and requiring no amendments.

Ms. Myers stated, for clarification, Mr. Brown is saying he does not know where we would get the funds from, without the 10% reduction, even though this is a statutory requirement.

Mr. Brown responded in the affirmative. He noted this amount has not been previously budgeted.

Mr. Manning requested clarification on what “many departments and county funded organizations” references.

Mr. Brown stated the County departments, and County-funded organizations, were listed in the budget book.

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

Not Present: Kennedy

The vote in favor was unanimous.

Ms. Myers requested clarification on where we are with the reduction, the impact of the omissions to the agenda, and what we need to do to rectify that, so we have a budget on October 1<sup>st</sup> that staff can implement.

Mr. Brown stated, based on tonight’s actions, we can implement the budget. There are just a few items that will require amendments. We were trying to clean up the budget and make the financial impact and the fiscal impact be the same.

19. **EXECUTIVE SESSION** – There were not items for Executive Session.

20. **MOTION PERIOD**

- a. I move to direct staff, by way of the County Administrator, to continue in its development of a proposal for the beautification of the Ole Antique Mall site as an expansion of the Broad River Road Corridor Façade Grant Program. This beautification effort is intended to be an intermediary improvement until such a time that the highest and best use for the site is determined via community engagement as part of the Richland Renaissance initiative. Staff should also work in concert with Richland County Sheriff’s Department and the County Magistrate’s Office to provide a comprehensive proposal for Council consideration. [DICKERSON] – This item was referred to the Richland Renaissance Ad Hoc Committee.

21. **ADJOURNMENT** – The meeting adjourned at approximately 9:57 PM.





## Richland County Council

ZONING PUBLIC HEARING  
July 28, 2020 – 7:00 PM  
Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Geo Price, Tommy DeLage, Clayton Voignier, Leonardo Brown, Angela Weathersby, Ashley Powell, Brian Crooks, Kyle Holsclaw, Dale Welch and Tamar Black

- II. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
- III. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Price indicated there were no changes to the agenda.
- IV. **ADOPTION OF THE AGENDA** – Ms .McBride moved, seconded by Ms. Myers to adopt the agenda.

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

Not Present: Dickerson, Walker and Kennedy

The vote in favor was unanimous.

V. **MAP AMENDMENTS**

- 1. 20-019MA  
W. P. Sligh  
RU to NC (2.51 Acres)  
1006 Guise Road  
TMS # R01511-05-10 (Portion) [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

The floor to the public hearing was closed.

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

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

Not Present: Walker and Kennedy

The vote in favor was unanimous.

2. 20-020MA  
Johnny Shealy  
RS-LD to PDD (4.18 Acres)  
320 Shadowood Drive  
TMS # R02408-01-11 [FIRST READING]

This item was administratively deferred.

3. 20-021MA  
Erica Serbin  
RM-MD to MH (2.34 Acres)  
8534 Old Percival Road  
TMS # R22602-02-07 [FIRST READING]

Ms. Myers moved, seconded by Mr. Malinowski, to defer the public hearing and re-zoning request until the October ZPH.

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

Not Present: Kennedy

The vote in favor was unanimous.

4. 20-022MA  
Bryan DeBruin  
RU to RS-MD (308.24 Acres)  
Nina Lee Drive, 9216 and 9260 Wilson Blvd.  
TMS # R14600-03-27, 42 and 44 [FIRST READING]

This item was administratively deferred.

5. 20-023MA  
Bill Dixon  
RU to RS-MD (99.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01(p) [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

Mr. Robert Long and Ms. Ann Long submitted comments in opposition of this item.

The floor to the public hearing was closed.

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

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

Not Present: McBride and Kennedy

The vote in favor was unanimous.

6. 20-024MA

Bill Dixon  
RU to RM-MD (23.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (p) and R17115-01-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

Mr. Robert Long and Ms. Ann Long submitted comments in opposition of this item.

The floor to the public hearing was closed.

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

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

Not Present: Kennedy

The vote in favor was unanimous.

7. 20-025MA  
Anil R. Parag  
PDD to amended PDD (1.076 Acres)  
301 Rice Meadow Way  
TMS # R20310-05-01

Mr. Livingston opened the floor to the public hearing.

The applicant submitted comments in favor of this item.

The floor to the public hearing was closed.

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

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

Not Present: Kennedy

The vote in favor was unanimous

- VII. **OTHER BUSINESS** – Mr. DeLage and Mr. Crooks gave a brief update on the Land Development Code Rewrite.

- VIII. **ADJOURNMENT** – The meeting adjourned at approximately 7:26 PM.



## Richland County Council

SPECIAL CALLED MEETING  
September 24, 2020 – 4:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

**OTHERS PRESENT:** Michelle Onley, Dale Welch, John Thompson, Ashiya Myers, Larry Smith, Ashley Powell, Sandra Haynes, Leonardo Brown, Judy Carter, Brad Farrar and Alexandria Stephens

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 4:00 PM.
2. **ADOPTION OF THE AGENDA** – Mr. Manning moved, seconded by Ms. McBride, to adopt the agenda as published.

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

Not Present: Malinowski and Kennedy

The vote in favor was unanimous.

3. **APPROVAL OF MINUTES**
  - a. September 15, 2020 (Portion) Re: Item 19(a)(1): "Safe Voting Plan 2020 Grant Agreement – Ms. McBride moved, seconded by Ms. Dickerson, to approve the minutes as distributed.

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

Not Present: Malinowski and Kennedy

The vote in favor was unanimous.

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

Opposed: Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton

Abstain: Manning

Not Present: Malinowski and Kennedy

4. **ADJOURNMENT** – The meeting adjourned at approximately 4:15 PM



## Report of the County Administrator

Regular Session - October 06, 2020

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### CORONAVIRUS UPDATE:

#### 1. COVID 19 Statistical Data

The information in the corresponding attachments is specific to Richland County and provides an overview of the prevalence of COVID 19 in Richland County. The source of this information is the South Carolina Department of Health and Environmental Control (SCDHEC).

#### 2. Mask Giveaway Events

There have been multiple mask giveaway events held in Richland County. Councilmembers have routinely distributed masks in one of the following ways: via county hosted event, partnering with other local agencies to give away masks during community outreach events, or supplying masks for community agencies to distribute to their members. The corresponding attachments highlight some of the events that have already been held throughout Richland County. Not shown are additional events that occurred in Council Districts 3, 10, and 11.

There are mask giveaways currently scheduled for:

- District 1
  - Friarsgate Park, on October 9<sup>th</sup> from 10:00am-11:30am
  - Ballentine Library, on October 23<sup>rd</sup> from 10:00am-11:30am
- District 8
  - Decker Center, on November 6<sup>th</sup> from 10:00am-11:30am
- District 9
  - North Springs Park, on October 16<sup>th</sup> from 10:00am-11:30am
  - Sandhills Library, on October 30<sup>th</sup> from 10:00am-11:30am

### 3. Letter Requesting CARES Act Funding be Distributed per U.S. Treasury Guidance

According to the information provided to us by our consultants, the CARES Act provided \$1,996,468,642.30 to the State of South Carolina for disbursement to local governments.

Per CRF Q&A V3:

*Question:* Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

*Treasury Response:* Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

South Carolina received \$1,996,468,642.30 allocation and had one county (Greenville County) with a population over 500,000 that received \$91,354,041.70 directly. The State should distribute 45 percent of the \$1,905,114,600.60 it received, or \$857,301,570.27, to local governments within the State with a population of 500,000 or less based on a per capita basis.

If the State uses the April 1, 2010 actual census numbers

State amount to distribute on a per capita basis = \$857,301,570.27

State census population = 4,625,366

Amount per person = \$185.3478341540972

Richland County estimated population = 384,425

Richland County's per capita award amount using actual 2010 census numbers = **\$71,252,341.14**

Using the Census estimated data for 2019:

State amount to distribute on a per capita basis = \$857,301,570.27

State estimated census population = 5,148,714

Amount per person = \$166.5079027500848

Richland County estimated population = 415,759

Richland County's per capita award amount using Census estimate for 2019 = **\$69,227,159.14**

Using the current state's process, we have submitted for \$1.77M for reimbursement but are not sure whether we will be reimbursed for the full amount or some part of the amount, as it is up to the state to decide. Due to the significant delta between the state's reimbursement program and the disbursement program outlined by the U. S Treasury, we recommend that Council send the attached letter to the Governor and Legislative Delegation.

**ADDITIONAL UPDATES FOR CONSIDERATION:**

**1. National Customer Service Week**

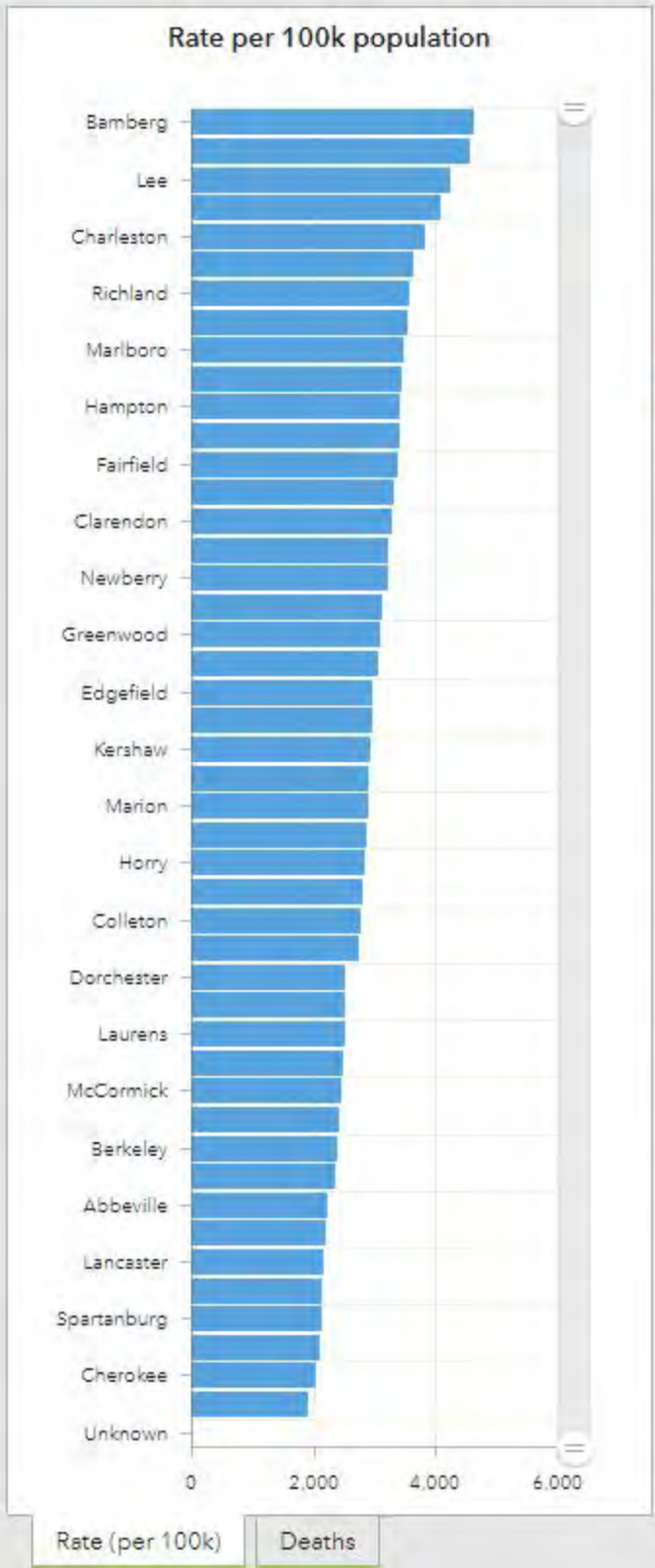
Recognition and appreciation of all staff members who have not been previously acknowledged for their continued efforts to support Richland County government functions throughout the current pandemic. We will provide a boxed lunch and dessert.

**ATTACHMENTS:**

1. COVID-19 Statistical Data
2. Mask Giveaway Events
3. Horry County Letter to the Governor
4. Draft Letter to the Governor and Legislative Delegation

# Coronavirus COVID-19 Cases in South Carolina

Filter By County



### Deaths in Individuals with COVID-19 infection

**Confirmed: 231**  
Probable: 13

[Read more](#)

### Total Positive Cases

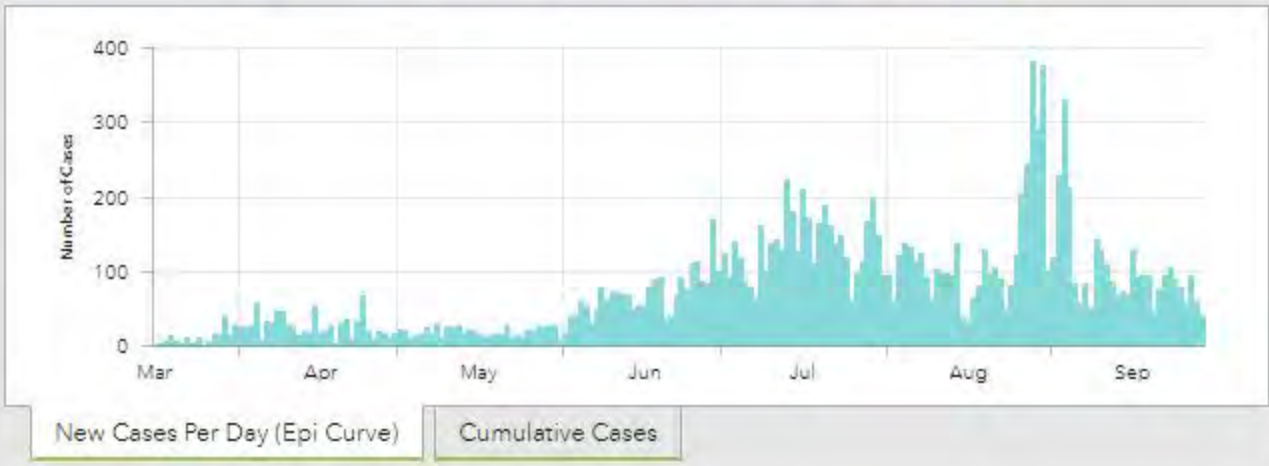
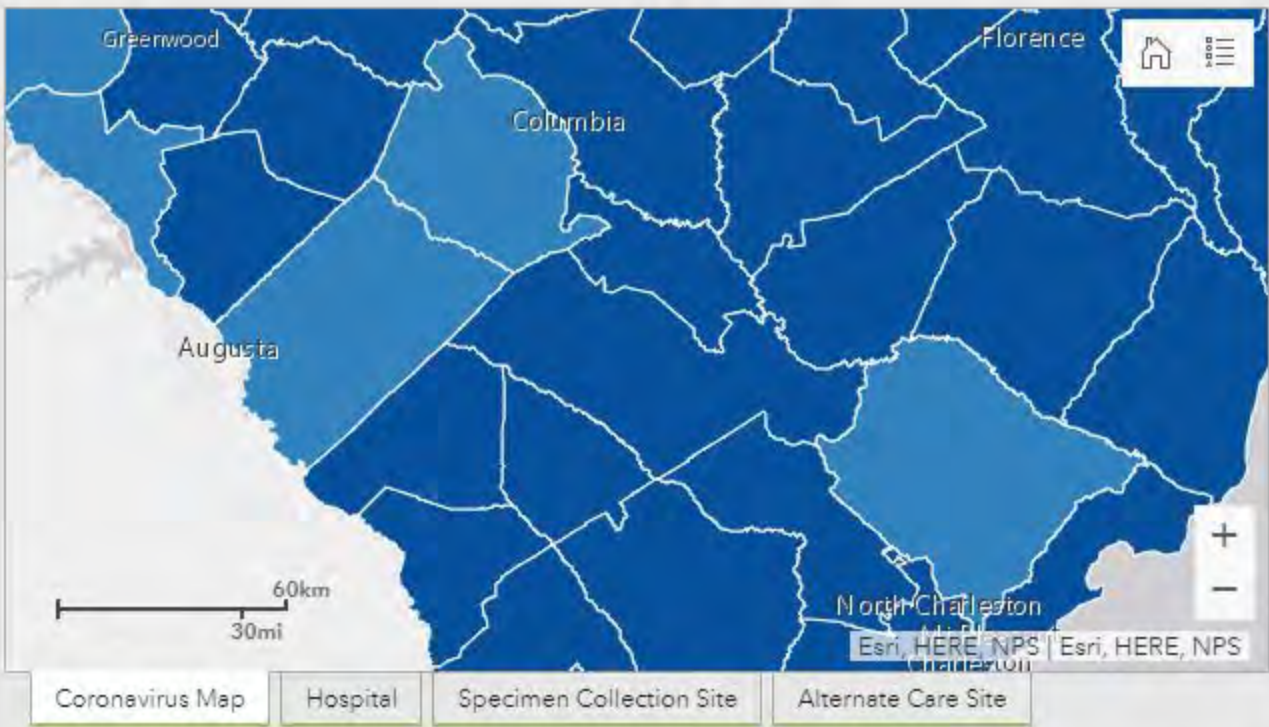
**Confirmed: 14,703**  
Probable: 746

[Read more](#)

### County Cases Information

[Read more](#)

**Richland**  
Rate (per 100k): **3,536.42**  
Cases--Confirmed positives: **14,703**,  
Probable: **746**  
Deaths--Confirmed: **231**, Probable: **13**



Data sources: [DHEC Feature layer: Here.](#)  
Disclaimer: The hospitals displayed on the map are provided so that people can search for their nearest health facility. They are not indicative of coronavirus cases. The alternate care sites (ACS) and specimen collection sites shown on the



# COVID-19 in South Carolina

As of 11:59 PM on 9/29/2020

Number of Tests | Richland

**126,242**

[Go to Testing](#)

Cases | Richland

**15,449**

[Go to Cases](#)

Hospitalizations | Richland

**731**

[Go to Hospitalizations](#)

Deaths | Richland

**244**

[Go to Deaths](#)

## Two Week Cumulative Incidence Rate

The Two-Week Cumulative Incidence Rate includes new (confirmed) cases reported in the past two weeks (September 16, 2020 - September 29, 2020) per 100,000 people. The rate describes recent incidence of COVID-19 infection to capture the potential burden of currently ill people who may be infectious and/or accessing healthcare.

Select a county to display county-specific information  
Click the county again to return to the full state map



### Incidence Legend

- Low Incidence; 0-100
- Moderate Incidence; 101-200
- Moderately High Incidence; 201-300
- High Incidence; >300

© OpenStreetMap

## State Recovery Estimate

**93.5%**

As of September 29, 2020, of the total positive cases of COVID-19 in South Carolina (147,942), we have symptom onset data (meaning, the date when a person first showed signs of illness) for 78,941 of those individuals. Of those individuals, 2,266 have unfortunately died. Our recovery rate data is based on symptom onset information, so the percentages below are based on the number of individuals we have symptom onset data for, NOT the total number of cases in the state.

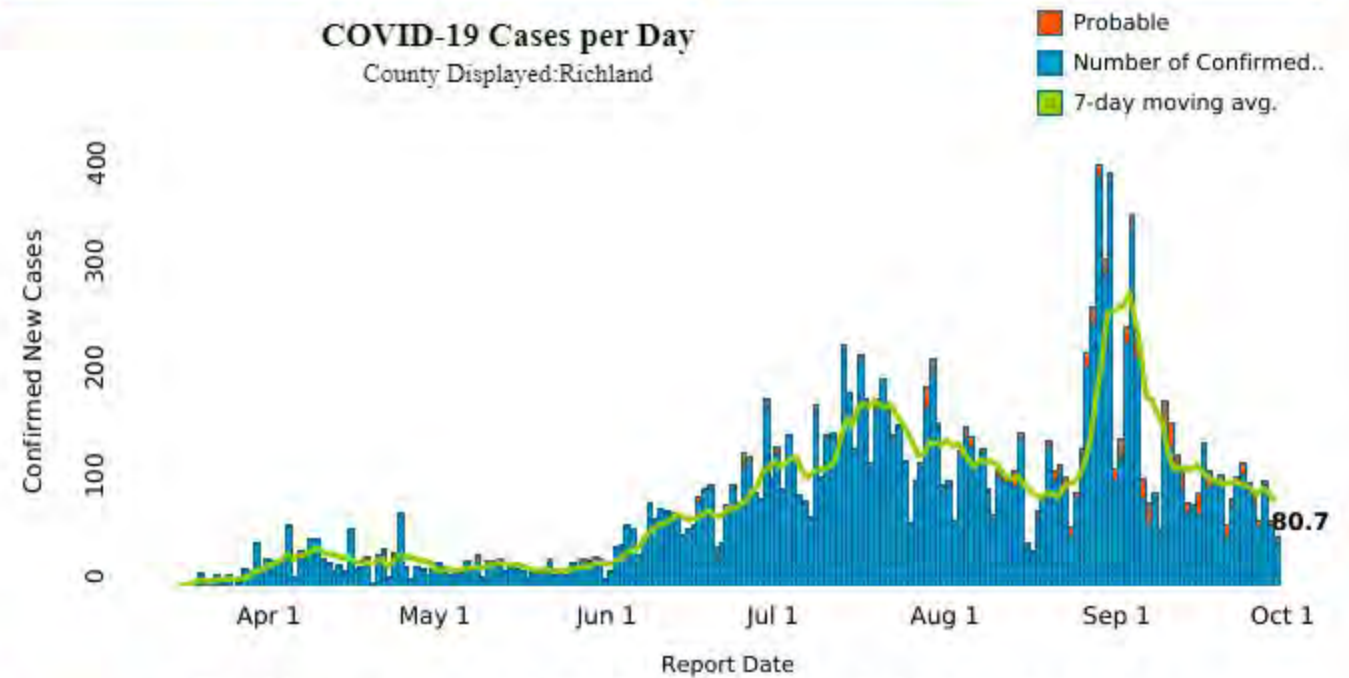
As of September 29, 2020, 93.5% of those 76,675 individuals for which we have symptom onset data are estimated to have recovered from COVID-19, and 6.5% are estimated to remain ill.

*Notes: These data are provisional. The estimated percent of those who may have recovered from COVID-19 is based upon the following parameters:*

1. Those who reported being hospitalized were deemed as "recovered" based upon having no reported adverse outcome reported as of >32 days since their illness onset.
2. Those who reported not being hospitalized were deemed as "recovered" based upon having no reported adverse outcome reported as of >14 days since their illness onset.
3. Those where hospitalization status was unknown were deemed as "recovered" based upon having no reported adverse outcome reported as of >32 days since their illness onset.

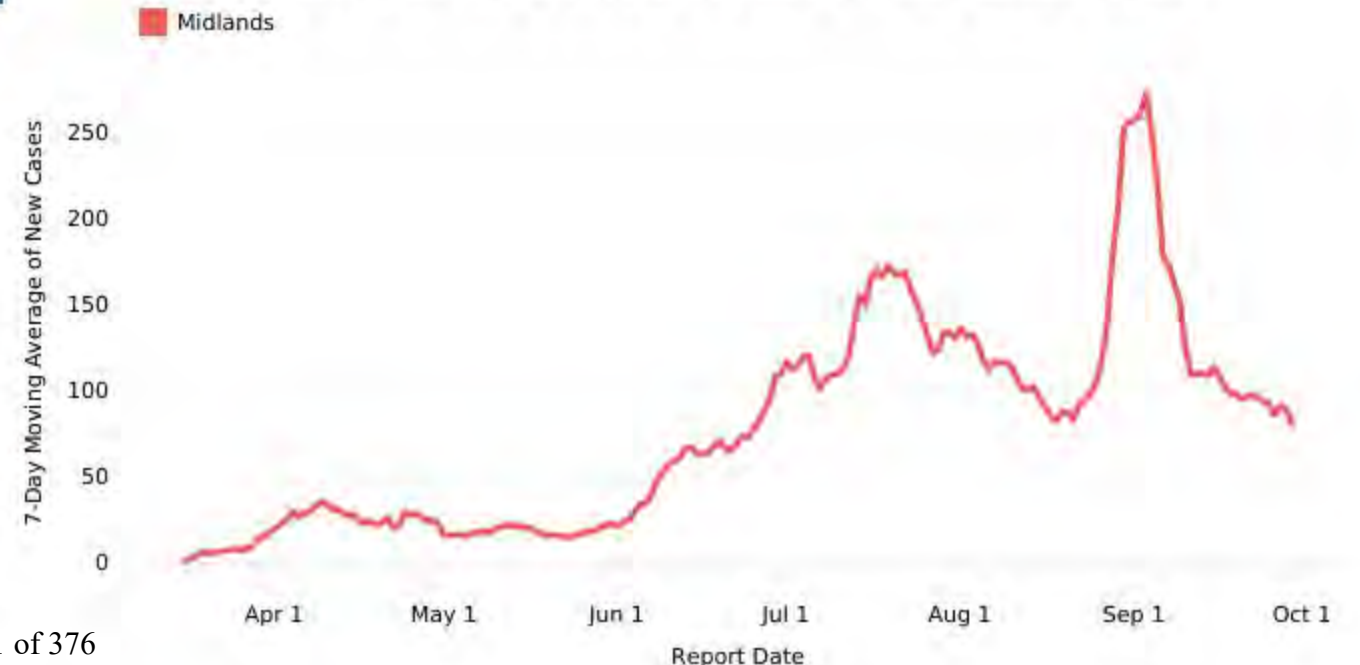
## COVID-19 Cases per Day

County Displayed: Richland



## 7-Day Moving Average of COVID-19 Cases, by Public Health Region

Midlands





Number of Tests | Richland

126,242

Select Date Range  
to Filter Page Values

2/26/2020

9/29/2020

Percent Positive | Richland

19.8%

Rate of COVID-19 Tests Performed

County Displayed: Richland | Dates Displayed: 2/26/2020 to 9/29/2020



Rate of Testing

145.1 424.7

© OpenStreetMap

Type of COVID-19 Tests Being Performed

County Displayed: Richland | Dates Displayed: 2/26/2020 to 9/29/2020

	Positive	Negative	Grand Total
<b>Viral (Molecular)</b>	19,990	95,863	115,853
<b>Antigen</b>	1,447	3,847	5,294
<b>Antibody (Serology)</b>	541	4,545	5,086
<b>Unknown</b>	1	8	9
<b>Grand Total</b>	<b>21,979</b>	<b>104,263</b>	<b>126,242</b>

25.5% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

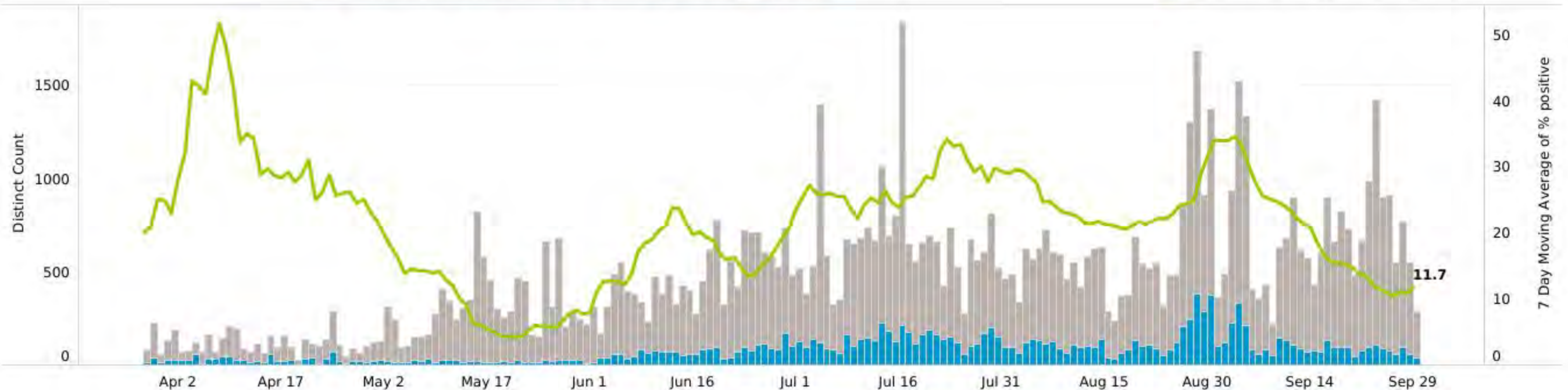
\*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

Moving 7 Day Average Percent Positive of COVID-19 Tests

County Displayed: Richland | Dates Displayed: 2/26/2020 to 9/29/2020

Note: Tooltips Display Percent Positive for the current day and moving 7 day average.

- Number of individuals tested with a Viral Test
- Number of Confirmed Cases
- 7 Day Moving Average Percent Positive





### Number of Tests | Richland

# 14,398

Select Date Range  
to Filter Page Values

9/15/2020

9/29/2020

### Percent Positive | Richland

# 12.1%

### Rate of COVID-19 Tests Performed

County Displayed: Richland | Dates Displayed: 9/15/2020 to 9/29/2020



### Type of COVID-19 Tests Being Performed

County Displayed: Richland | Dates Displayed: 9/15/2020 to 9/29/2020

	Positive	Negative	Grand Total
<b>Viral (Molecular)</b>	1,693	10,999	12,692
<b>Antigen</b>	190	1,175	1,365
<b>Antibody (Serology)</b>	55	284	339
<b>Unknown</b>	1	1	2
<b>Grand Total</b>	<b>1,939</b>	<b>12,459</b>	<b>14,398</b>

18.7% of all COVID-19 diagnostic testing has occurred at the Public Health Laboratory

Note: This table represents volume of tests received and not distinct individuals tested. Individuals may have multiple tests.

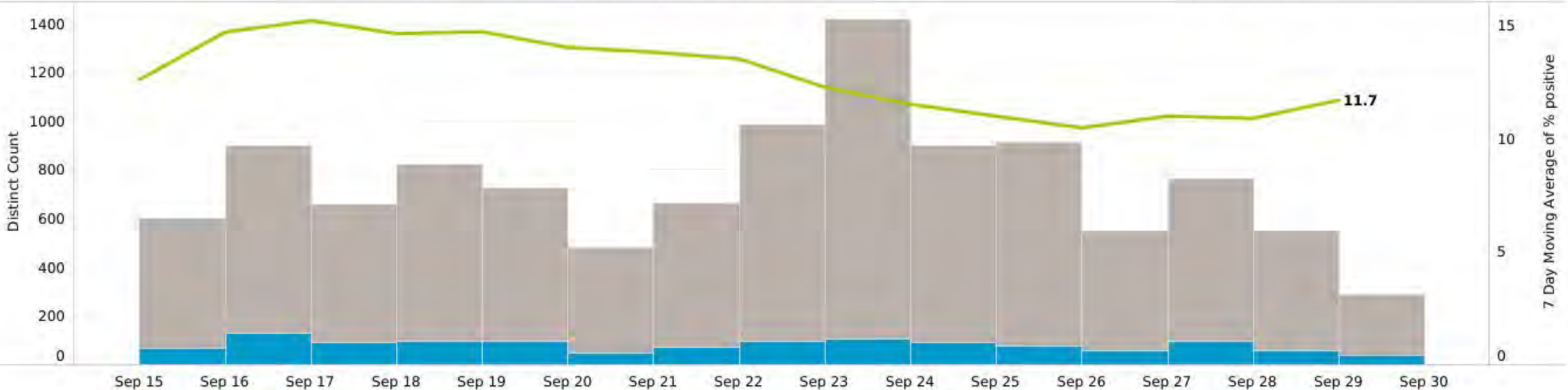
\*Unknown Test Types refer to tests with an unrecognized test type. As we continue to investigate unknown test types they will be reassigned as more information becomes available.

### Moving 7 Day Average Percent Positive of COVID-19 Tests

County Displayed: Richland | Dates Displayed: 9/15/2020 to 9/29/2020

Note: Tooltips Display Percent Positive for the current day and moving 7 day average.

- Number of individuals tested with a Viral Test
- Number of Confirmed Cases
- 7 Day Moving Average Percent Positive





Cases | All

147,942

Select Date Range  
to Filter Page Values

3/4/20  9/29/20

Past 2 weeks | All

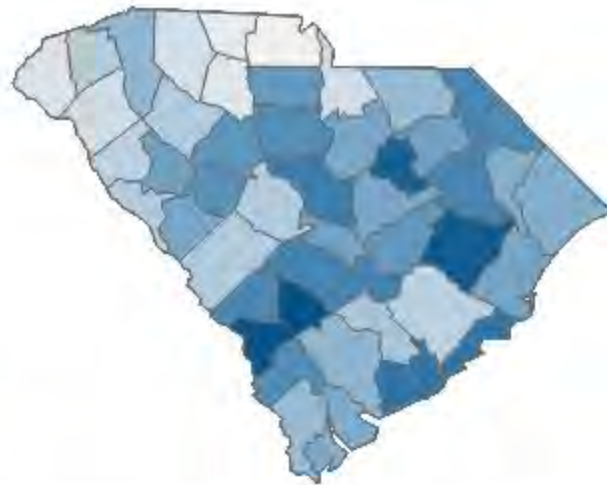
10,443

Case rates per 100,000 of COVID-19 Reported Cases, by County

County Displayed: All | Dates Displayed: 3/4/20 to 9/29/20

Select a county to display county-specific information

Click the county again to return to the full state map



Number of Reported COVID-19 Cases, by ZIP Code

County Displayed: All | Dates Displayed: 3/4/20 to 9/29/20

Search by ZIP code

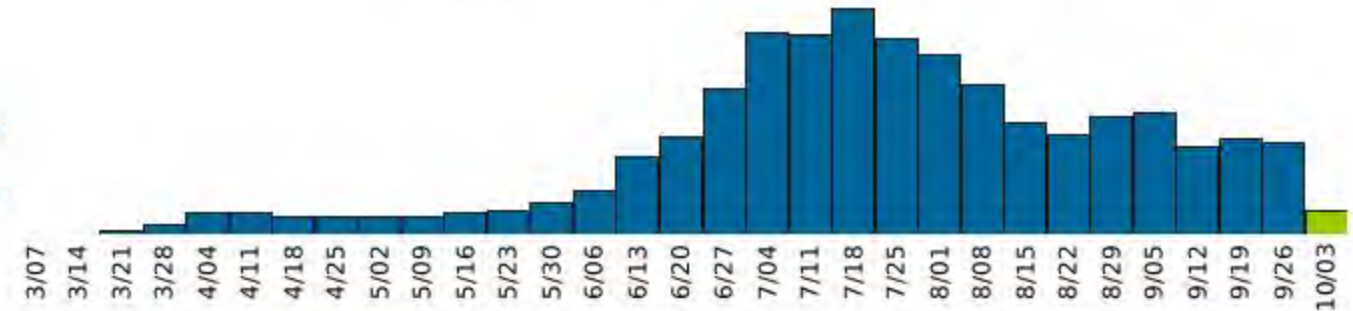
(All)

Finding your ZIP: Select a county then use the dropdown above. Clear your selection before exploring another county.



Reported COVID-19 Cases, by Week of Report

County Displayed: All | Dates Displayed: 3/4/20 to 9/29/20



COVID-19 among Healthcare Workers

Note: Data is suppressed for fewer than 5 cases

7946

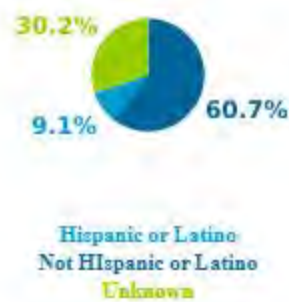
County Displayed: All | Dates Displayed: 3/4/20 to 9/29/20

Note: Data is suppressed for fewer than 5 cases

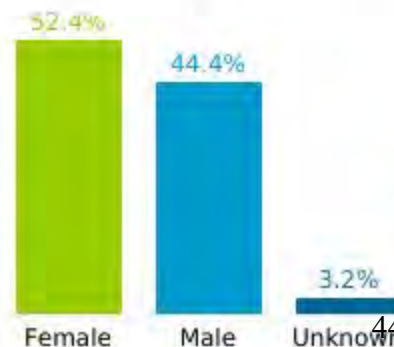
Reported COVID-19 Cases, by Race  
All



Reported COVID-19 Cases, by Ethnicity  
All



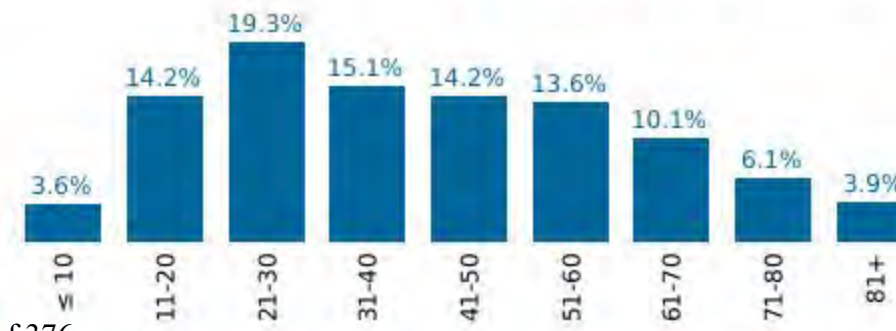
Reported COVID-19 Cases, by Sex  
All



Reported COVID-19 Cases, by Age Group & Age Related Information

County Displayed: All | Dates Displayed: 3/4/20 to 9/29/20

Note: Data is suppressed for fewer than 5 cases



Avg. age **42 years**  
Max. age **110 years**  
Median age **39 years**  
Min. age **0 years**

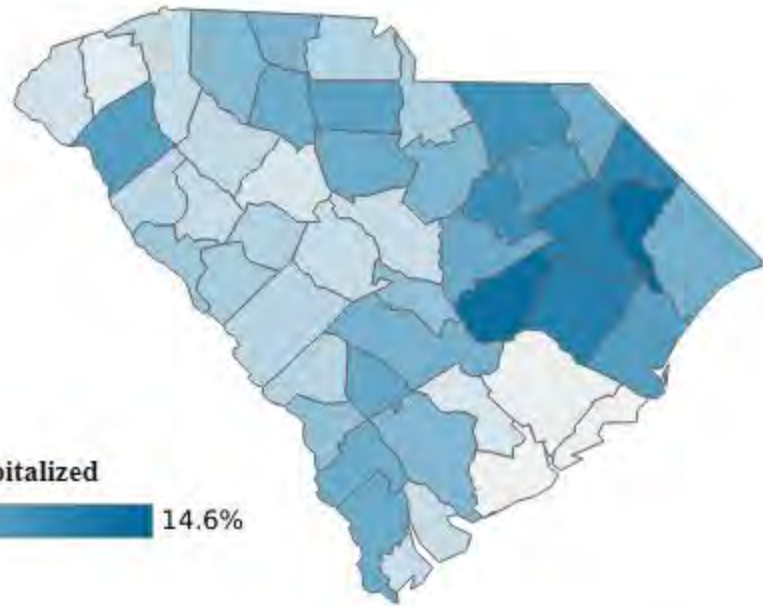


Percent of COVID-19 Cases Who Were Hospitalized At Time of Illness

County Displayed: All

Select a county to display county-specific information.

Click the county again to return to the full state map



Percent of Cases Hospitalized



© OpenStreetMap

County Displayed: All

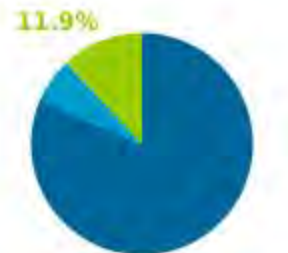
Note: Data is suppressed for fewer than 5 cases

Hospitalized COVID-19 Cases, by Race



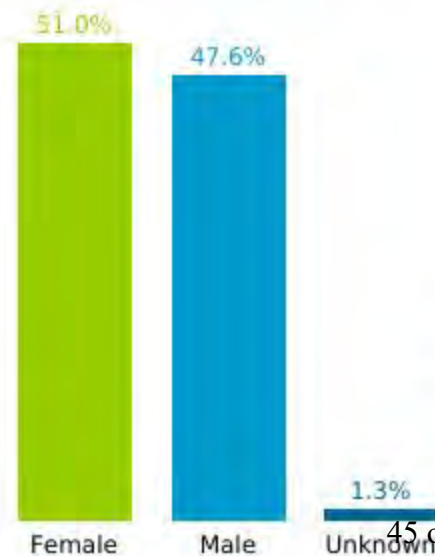
Black | White | Other  
Asian | American Indian/Alaskan | Hawaiian | Unknown | Under Investigation

Hospitalized COVID-19 Cases, by Ethnicity



Hispanic or Latino  
Not Hispanic or Latino  
Unknown

Hospitalized COVID-19 Cases, by Sex



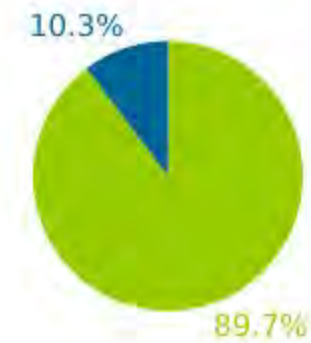
Female | Male | Unknown

COVID-19 Hospitalizations

9,160

Hospitalization Reported at Time of Illness

County Displayed: All



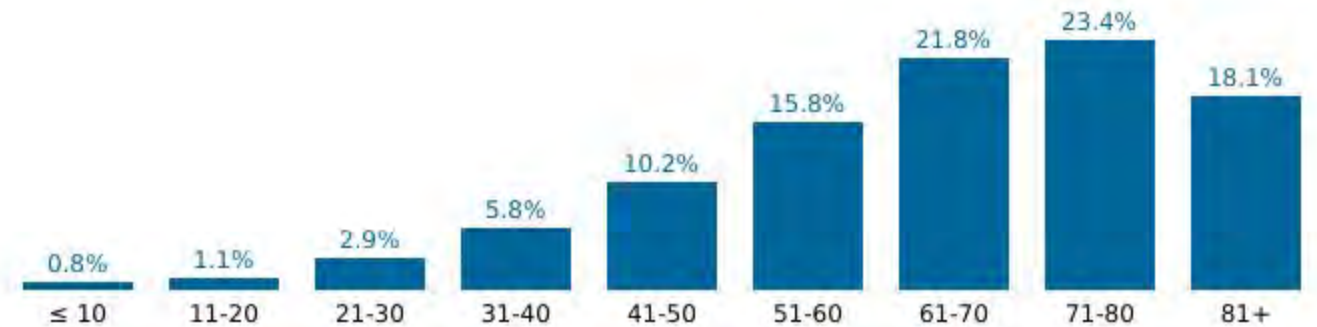
Hospitalized?

No  
Yes

Hospitalized COVID-19 Cases, by Age Group & Age Related Information

County Displayed: All

Note: Data is suppressed for fewer than 5 cases



Avg. age

65 years

Max. age

105 years

Median age

67 years

Min. age

0 years



Deaths | All

**3,378**

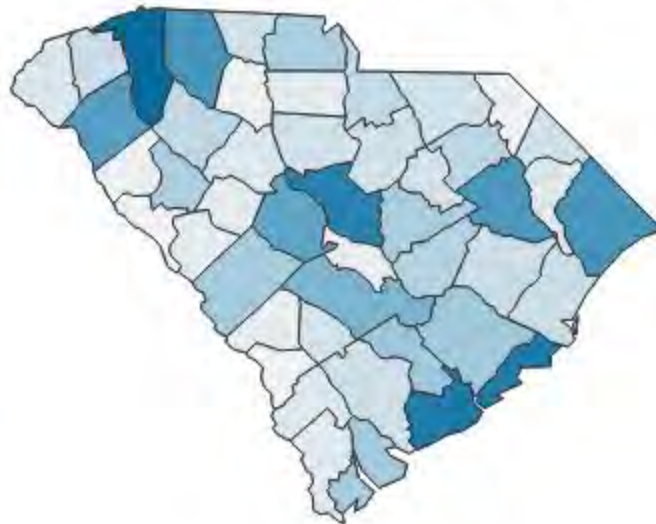
Percent of Deaths with Comorbid Conditions | All

**78%**

[Go to Comorbidity Details](#)

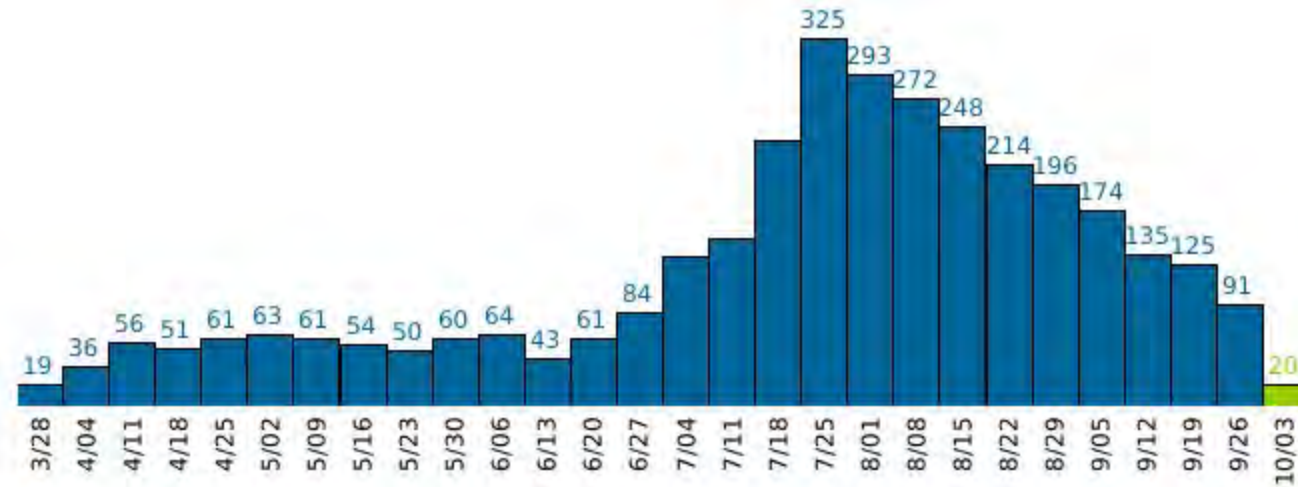
Reported Deaths due to COVID-19, by County  
County Displayed: All

Select a county to display county-specific information  
Click the county again to return to the full state map



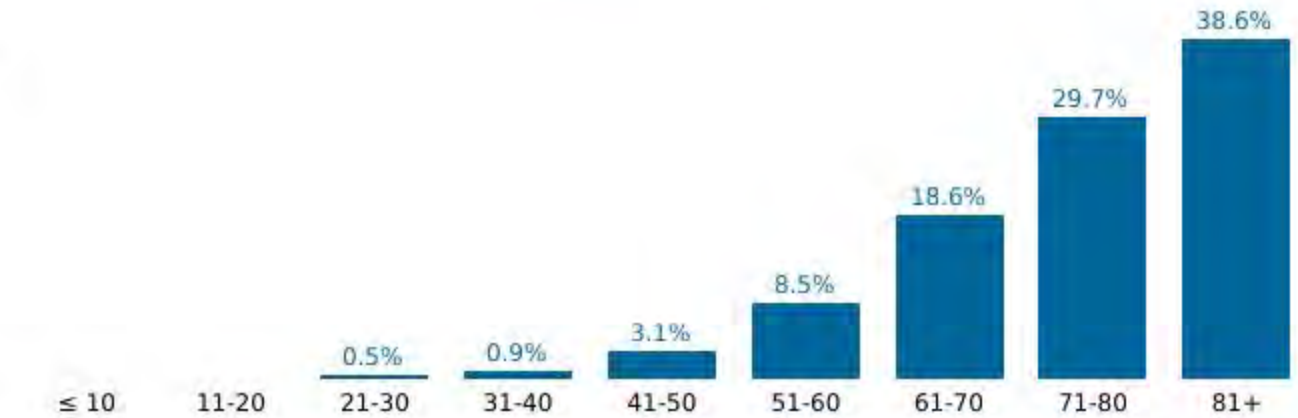
© OpenStreetMap

Reported COVID-19 Deaths, by Week of Report  
County Displayed: All



Reported COVID-19 Deaths, by Age Group & Age Related Information  
County Displayed: All

Note: Data is suppressed for fewer than 5 cases

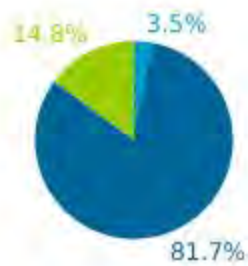


Reported COVID-19 Deaths, by Reported Race



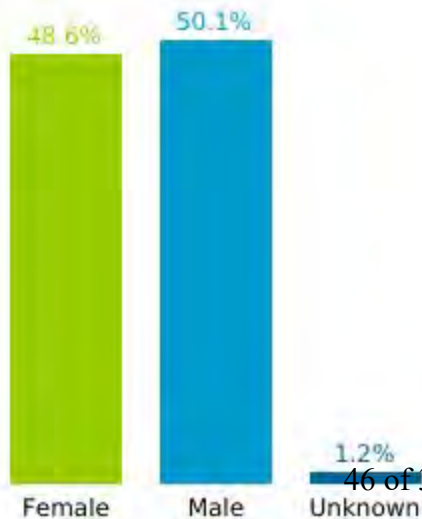
Black | White | Other  
Asian | Under Investigation

Reported COVID-19 Deaths, by Reported Ethnicity



Hispanic or Latino  
Not Hispanic or Latino  
Unknown

Reported COVID-19 Deaths, by Reported Sex



Female  
Male  
Unknown

Average Age	<b>76 years</b>
Median Age	<b>77 years</b>
Max Age	<b>106 years</b>
Min Age	<b>0 years</b>



Public Information Office

# NEWS RELEASE

Visit us online at [richlandcountysc.gov](http://richlandcountysc.gov)

Email us at [PIO@richlandcountysc.gov](mailto:PIO@richlandcountysc.gov)

**FOR IMMEDIATE RELEASE:**

Sept. 14, 2020

**Councilwoman Dickerson to Distribute Free Masks to Residents**

(Richland PIO) – As part of Richland County’s efforts to prevent the spread of COVID-19, County Councilwoman Joyce Dickerson is holding a drive-through mask giveaway event.

Face coverings will be distributed from 10 a.m. to 11:30 a.m. Friday, Sept. 18 at the former Walmart Neighborhood Market site, 3603 Broad River Road, Columbia. The masks will be given out in packs of two on a first-come, first-serve basis, and residents can stay in their cars as they pick up the masks. No proof of residency is required.

The event is part of a larger effort by Richland County to distribute masks and help residents follow the County’s mask requirement. The County recently acquired and packaged about 67,000 disposable masks, which will be given away at various sites in the coming weeks.

"County Council and Richland County have continually looked for ways to assist in preventing the spread of COVID-19," said Dickerson, who represents District 2. "I’m hosting this event to provide another opportunity for people to get free face coverings and information about the importance of wearing masks."

The federal Centers for Disease Control and Prevention has advised that face coverings are a critical tool in the fight against COVID-19.

On Aug. 31, County Council voted to extend the County’s mask ordinance, which requires people age 11 and older to wear face coverings in public. The ordinance is in effect until Nov. 6.

For more information on the mask ordinance and upcoming mask distribution events in Richland County, visit [www.richlandcountysc.gov/facemasks](http://www.richlandcountysc.gov/facemasks).

##



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Email us at [PIO@richlandcountysc.gov](mailto:PIO@richlandcountysc.gov)

**FOR IMMEDIATE RELEASE:**

Sept. 23, 2020

## **County Councilwoman McBride to Distribute Masks at Census Event**

(Richland PIO) – Richland County Councilwoman Yvonne McBride will help give away face masks at a 2020 Census event as part of the County’s efforts to help combat the spread of COVID-19.

The socially distanced, walk-up event, the final stop of the Cola City Census Joy Tour, will be from 4 p.m. to 6 p.m. Thursday, Sept. 24 at Gable Oaks Apartments, 901 Colleton St., Columbia.

Masks will be distributed in packs of two on a first-come, first-serve basis. Residents can enjoy free food and prizes when they complete the census at the event, which also will feature music.

“Richland County sees the importance of utilizing community partnerships to ensure residents have access to resources and information that will help improve their lives,” McBride said.

“This event allows us to give masks directly to residents while making sure they are counted in the 2020 Census, which will impact the County for years to come.”

McBride represents District 3, which encompasses Gable Oaks in the North Columbia area.

The City of Columbia’s Complete Count Committee created the Joy Tour to increase census participation in hard-to-count areas and link residents with needed services.

The mask distribution is part of a larger effort by Richland County to distribute face coverings and help residents follow the County’s mask requirement. The County recently acquired and packaged about 67,000 disposable masks, which are being given away at various locations.

For more information on the mask ordinance and upcoming mask distribution events in the County, visit [www.richlandcountysc.gov/facemasks](http://www.richlandcountysc.gov/facemasks).

##





Public Information Office

# NEWS RELEASE

Visit us online at [richlandcountysc.gov](http://richlandcountysc.gov)  
Email us at [PIO@richlandcountysc.gov](mailto:PIO@richlandcountysc.gov)

**FOR IMMEDIATE RELEASE:**

Sept. 28, 2020

## **Councilperson Terracio to Help Distribute Masks in Five Points**

(Richland PIO) – County Councilperson Allison Terracio will distribute free face masks at businesses in Five Points starting at 7:30 p.m. Friday, Oct. 2.

Terracio, who represents District 5, will be joined by Columbia-Richland County Fire Chief Aubrey Jenkins for the mask giveaway. They will visit establishments in the Five Points area to provide the masks, which can be given to customers who are not wearing face coverings.

The giveaway is part of a larger effort to help people comply with local mask ordinances for Richland County and the City of Columbia. The ordinances require most people over the age of 10 to wear masks in public to help combat the spread of COVID-19.

"Richland County has worked hard to support people and businesses since the beginning of the COVID-19 pandemic," Terracio said. "Making these masks available will help ensure that folks can follow the guidelines that allow them to safely support the businesses in our community."

The County recently acquired and packaged about 67,000 disposable masks, which are being given away at various locations.

For more about Richland County's mask ordinance and upcoming mask distribution events, visit [www.richlandcountysc.gov/facemasks](http://www.richlandcountysc.gov/facemasks).

##



## Horry County Council

Johnny Gardner  
Chairman

September 14, 2020

Harold Worley  
District 1

Honorable Henry D. McMaster  
Governor of South Carolina  
1100 Gervais Street  
Columbia SC 29201  
Dear Governor McMaster:

Bill Howard  
District 2

Dennis DiSabato  
District 3

Horry County appreciates the continued proactive response and coordination your administration has exhibited throughout the COVID-19 pandemic. On Friday, September 11, 2020, the County met with the Horry Legislative Delegation members to provide an update on the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, as well as continued financial impacts of the COVID-19 response at the local level.

Gary Loftus  
District 4

Tyler Servant  
District 5

One of the specific purposes of CARES Act funding is to reimburse counties for unbudgeted expenditures made in response to COVID-19. Although the first draft of the initial tranch of coronavirus funding legislation did not specifically identify counties as an entity eligible to receive funds, members of the Federal Congressional Delegation worked at Horry County's request to correct this oversight. Thus, there is no doubt that counties should be given the highest consideration in the distribution of these funds as front-line providers.

Cam Crawford  
District 6

Orton Bellamy  
District 7

On September 2, 2020, the United States Department of the Treasury issued explicit guidance which clearly reinforces specific examples of local funds distribution as follows:

Johnny Vaught  
District 8

***Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

W. Paul Prince  
District 9  
Vice Chairman

*Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes. For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less. (Emphasis added)*

Danny Hardee  
District 10

Al Allen  
District 11

Patricia S. Hartley  
Clerk to Council

(843) 915-5120  
(843) 915-6120 Fax

While the State of South Carolina has established a process to reimburse counties, we are concerned that this process and the amounts approved to reimburse local governments do not make them whole. This concern is underscored by funding levels being requested by other entities who may already have the opportunity to receive other federal and CARES Act reimbursements as direct allocations. The County's concerns are further exacerbated by the apparent subjectivity in the approval of requested reimbursements for county governments, such that a county may request reimbursement for a legitimate expenditure but only receive partial reimbursement.

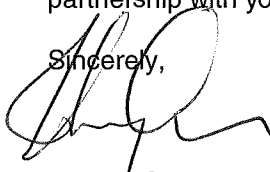
By operational law and the 500,000 population threshold for direct distribution of Coronavirus Federal funds, only one local entity (Greenville) meets this threshold. Greenville received a direct allocation of \$ 91 million based solely on the population threshold. We are grateful Greenville qualified by population and believe that it was the intent that South Carolina's other localities, under the nationwide standard, should be treated with the same considerations and equities as Greenville. The aforementioned Department of Treasury guidance clearly speaks to this fact, noting that the recipient entity holds these Coronavirus funds in trust for distribution to the subrecipients (localities) by population/impact. We respectfully urge your consideration of this view as you make further decisions on distribution in the next several weeks. The loss of critical revenues has long-term impacts on the fiscal health of local governments throughout the State.

We appreciate the fact that you are moving to distribute the remaining funds from the first tranch of spending. One of the arguments used by opponents against additional State and local allocations, in pending Federal legislation, is that some States have not distributed the funds allocated under the first spending tranch, in conformity with Federal guidance. From our experience in Horry County, there will definitely be a need for an additional allocation in Federal relief. We therefore request that any remaining CARES Act funds be used to reimburse counties for their actual expenses in responding to COVID-19. The current estimate for these expenses is approximately \$37 million for expenditures incurred from July 1, 2020 – December 30, 2020. Counties requested \$33 million in reimbursements for the period of March 1, 2020 – June 30, 2020. The \$70 million is a bare bones response, as we have no assurance of reimbursement. The real need on the front line, Counties and Municipalities, is much higher to proactively respond to protect citizens and employees.

Finally, one of our nightmare scenarios is the convergence of a coronavirus spike with a hurricane or other natural disaster. Accordingly, we request that you work with the State leadership and Guidehouse to create a special reserve/contingency fund, or other emergency fund that would meet Treasury guidance standards, to address such an exigency. This approach will provide counties greater flexibility and more certainty to plan for emergency evacuations, sheltering problems and other urgent needs.

We appreciate your continued leadership of South Carolina's response and recovery efforts in the face of this catastrophic event. Horry County stands ready to play its part, and we look forward to working in partnership with your office in achieving this goal.

Sincerely,



Johnny Gardner  
Chairman, Horry County Council

cc: Members, Horry County Council  
Steve Gosnell, County Administrator  
Barry Spivey, Assistant Administrator  
Patricia Hartley, Clerk to Council

Honorable Henry D. McMaster  
Governor of South Carolina  
1100 Gervais Street  
Columbia SC 29201  
Dear Governor McMaster:

Richland County echoes Horry County's appreciation of your administration's proactive response and coordination throughout the COVID-19 pandemic. On XXXXXX, September XX, 2020, the County Coronavirus Ad-Hoc committee met to receive an update on the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in general and the Coronavirus Relief Fund (CRF) in particular. The Ad-Hoc committee internally raised many of the same concerns that Horry County raised in its letter to you dated September 14, 2020.

Richland County understands one of the specific purposes of the CARES Act funding is to reimburse counties for unbudgeted expenditures made in response to COVID-19. However, in addition to reimbursing funds already expended, the CARES Act specifically states that funds are to be made available to prevent, prepare for, and respond to coronavirus. The U.S. Treasury understood that local governments needed direct allocations to proactively respond to coronavirus. The intent of the U.S. Treasury is clear in its published guidance on June 24, 2020 and again on September 2, 2020, *Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments.* (emphasis added).

County budgets are tight. Counties simply do not have the financial means to outlay enough funds to prevent, prepare for, and respond to coronavirus in a meaningful manner, especially with no guarantee of reimbursement. Therefore, Richland County joins with Horry County in requesting a direct allocation of remaining funds in accordance with the United States Department of Treasury's guidance issued on June 24, 2020 and again on September 2, 2020 so that Richland County may have meaningful funds to use so the County can fund much needed programs to prevent further devastation to our financially challenged residents and the small businesses required to close for long periods of time, many may never reopen without significant financial help.

We appreciate your leadership of South Carolina's response and recovery efforts in the face of this catastrophic event. Richland County stands ready to play its part, and we look forward to working in partnership with your office in achieving this goal.

## Richland County Council Request for Action

**Subject:**

20-019MA  
W. P. Sligh  
RU to NC (2.51 Acres)  
1006 Guise Road  
TMS # R01511-05-10 (Portion)

**Notes:**

First Reading: September 22, 2020  
Second Reading:  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 01511-05-10 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 01511-05-10 from Rural district (RU) to Neighborhood Commercial district (NC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       September 22, 2020  
First Reading:       September 22, 2020  
Second Reading:     October 6, 2020  
Third Reading:       October 20, 2020

## Richland County Council Request for Action

**Subject:**

20-023MA  
Bill Dixon  
RU to RS-MD (99.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01(Portion)

**Notes:**

First Reading: September 22, 2020  
Second Reading:  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17112-01-01 (P) FROM RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE-FAMILY MEDIUM DENSITY (RS-MD); 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 # 17112-01-01 (P) from Rural District (RU) to Residential Single-Family Medium Density (RS-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2020  
First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading: October 20, 2020



## Richland County Council Request for Action

**Subject:**

20-024MA  
Bill Dixon  
RU to RM-MD (23.6 Acres)  
S/E Rabon Road  
TMS # R17112-01-01 (Portion) and R17115-010-01

**Notes:**

First Reading: September 22, 2020  
Second Reading:  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17112-01-01 (P) AND # R17115-01-01 FROM RURAL DISTRICT (RU) TO RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY (RM-MD); 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 # R17112-01-01 (P) and # 17115-01-01 from Rural District (RU) to Residential Multi-Family Medium Density (RM-MD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2020  
First Reading: September 22, 2020  
Second Reading: October 6, 2020  
Third Reading: October 20, 2020

## Richland County Council Request for Action

**Subject:**

20-025MA  
Anil R. Parag  
PDD to amended PDD (1.076 Acres)  
301 Rice Meadow Way  
TMS # R20310-05-01

**Notes:**

First Reading: September 22, 2020  
Second Reading:  
Third Reading:  
Public Hearing: September 22, 2020

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R20310-05-01 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R20310-05-01 from Planned Development District (PDD) To Planned Development District (PDD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Michelle M. Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:       September 22, 2020  
First Reading:       September 22, 2020  
Second Reading:     October 6, 2020  
Third Reading:       October 20, 2020

## Richland County Council Request for Action

**Subject:**

Sewer and Water Connection for Residents Living Within the Southeast Sewer and Water Expansion Zone

**Notes:**

September 22, 2020 – The committee recommended that Richland County install the sewer and water system to selected private properties. The 70 selected homes will be connected to the sewer system which consists of the tank, grinder pump, and line. The 60 selected homes will be connected to the water system which consists of the meter, line, and valve. Moreover, County Council approves waiving the connection (Tap) fee to customers who signed-up for water and/or sewer services by December 16, 2019 deadline and extend the free tap deadline (Council provides the new deadline date).



**Agenda Briefing**

**Prepared by:** Jani Hussain, Deputy Director

**Department:** Utilities

**Date Revised:** July 14, 2020

**Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 15, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	July 14, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 14, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Subject:</b>	Sewer and Water Connection for Residents Living Within the Southeast Sewer and Water Expansion Zone		

**Recommended Action:**

There are two recommended actions related to connecting homes in Phase 1 of the Southeast Sewer and Water Expansion Project.

1. Richland County installs the sewer and water system to selected private properties. The 70 selected homes will be connected to the sewer system which consists of the tank, grinder pump, and line. The 60 selected homes will be connected to the water system which consists of the meter, line, and valve. Moreover, County Council approves waiving the connection (Tap) fee to customers who signed-up for water and/or sewer services by December 16, 2019 deadline and extend the free tap deadline (Council provides the new deadline date).
2. Richland County does not install the sewer system for the 70 selected homes and does not install the water system for the 60 selected homes. County Council denies waiving the connection (Tap) fee to customers who are wanting to connect to water and/or sewer service after the original deadline of December 16, 2019.

**Motion Requested:**

Move to accept either Recommendation 1 or 2.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The total fiscal impact is \$1,761,253.50 for Richland County to install the sewer and/or water system for the 130 homes along with waived tap fees. The fiscal impacts are \$370,000 in tap fees and the installation of the water/sewer system is \$1,391,253.00. The installation cost of the sewer/water system \$1,391,253.00 is already included in the total cost of the project, which is funded by the current Utilities' bond.

If the tap fees for water and sewer connections are waived, the loss of tap fee revenue is estimated to be \$370,000. The tap fee for Water is \$1500 and sewer is \$4000 per residential equivalent unit (REU). However, once the customers do connect, there will be a monthly sewer/water usage fees collected.

If the tap fees are not waived, there is a possibility of losing these 70 customers, which means loss of revenue in the collection of monthly sewer/water usage fees. The sewer estimated loss of \$46,771.20 annually at the current rate of \$55.68 for 70 customers.

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

**Discussion:**

The Southeast Sewer and Water Expansion Project was recently approved to address multiple compliance issues with onsite wastewater facilities at three schools and meet the community’s needs. In the course of getting the project started, the County hosted numerous public meetings to educate the community on the project’s objectives and potential benefits. The project is designed to provide access to both public water and sewer for residents along the project lines. At the community meetings, residents were advised that they were not required to tap on to the system unless the resident wishes to opt-in. Moreover, residents were advised that if they signed up for connection by December 16, 2019, that the project would include installing the sewer and water system on their property if their homes were located within 200 feet from the main service line and the tap will be free.

Below is a table providing a breakdown of the 130 homes that would receive the sewer and/or water enhancement on their private property.

Division	Number of Connections	Type	Tap Fee	Amount per connection	Total
1	25	Water	\$1500	\$3,571.21	\$126,780.25
1	25	Sewer	\$4000	\$20,050.75	\$601,268.75
2	25	Water	\$1500	\$2,947.88	\$111,197.00
2	25	Sewer	\$4000	\$17,551.60	\$538,790.00
3	10	Water	\$1500	\$2,190.21	\$36,902.10
3	10	Sewer	\$4000	\$4,386.54	\$83,865.40
4	10	Sewer	\$4000	\$22,245.00	\$262,450.00
				<b>Total</b>	<b>\$1,761,253.50</b>

It is important to note that the expenditure of public funds on private property is not prohibited if it has a public benefit. In the case of this project, the connection of these properties will assist Richland County in enhancing its infrastructure. In terms of the operation and maintenance of the water and sewer lines and systems within private property, homeowners will assume responsibility.

Councilwoman Myers held another community meeting on May 2, 2020, via a tele town hall meeting. Since this community meeting, residents have been calling for more information and some desire to connect to the system. They believe that during this community meeting, it was stated that the

connection fee is waived as long as they sign up to connect before the end of construction. The Utilities' staffs believe when a resident is wanting to sign up after the original cutoff date of December 16, 2019, the staff are to let the residents know that they must pay the connection fee.

**Attachments:**

1. E-mail communication consisting of Legal's opinion



**ASHIYA MYERS**

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**From:** JOHN THOMPSON  
**Sent:** Tuesday, July 21, 2020 3:20 PM  
**To:** ASHIYA MYERS  
**Subject:** Fwd: Urgent Request - Sewer Ordinance

Ashiya: The below is for the BD. Thank you.

**John M. Thompson, Ph.D., MBA, CPM**  
Assistant County Administrator  
Richland County Government  
Office of the County Administrator  
[Thompson.John@RichlandCountySC.gov](mailto:Thompson.John@RichlandCountySC.gov)  
**P 803-576-1364 F 803-576-2137**  
[2020 Hampton St.](http://2020HamptonSt.com)  
[P.O. Box 192](http://P.O.Box192.com)  
[Columbia, SC 29201](http://Columbia,SC29201.com)  
[richlandcountysc.gov](http://richlandcountysc.gov)

***Confidential and Privileged:***

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

Begin forwarded message:

**From:** Larry Smith <[larry24nccu@gmail.com](mailto:larry24nccu@gmail.com)>  
**Date:** May 27, 2020 at 3:27:02 PM EDT  
**To:** JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>  
**Cc:** LEONARDO BROWN <[BROWN.LEONARDO@richlandcountysc.gov](mailto:BROWN.LEONARDO@richlandcountysc.gov)>, TARIQ HUSSAIN <[HUSSAIN.TARIQ@richlandcountysc.gov](mailto:HUSSAIN.TARIQ@richlandcountysc.gov)>, JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>  
**Subject:** RE: Urgent Request - Sewer Ordinance

John,

Sorry that I misinterpreted your e-mail.

As I understand it, after our discussion, you're concerned about whether or not the expenditure of County dollars, on private property, to install this system, is prohibited?

Based on your e-mail and our discussion, the installation of the system on private property is to ultimately connect to a "public system".

As we have previously discussed, the expenditure of public funds on private property is not prohibited, if it has a “public benefit”. In this instance, I would assume that the connection of these properties will assist the County in enhancing its current infrastructure. Therefore, in my opinion, this would meet the threshold of a public benefit.

Hope that this helps.

Sent from [Mail](#) for Windows 10

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**From:** [Larry Smith](#)  
**Sent:** Wednesday, May 27, 2020 2:50 PM  
**To:** [JOHN THOMPSON](#)  
**Cc:** [LEONARDO BROWN](#); [TARIQ HUSSAIN](#); [JOHN THOMPSON](#)  
**Subject:** RE: Urgent Request - Sewer Ordinance

John,

I’m not familiar with this ordinance. However, just as a general proposition, I don’t know why we would hold a homeowner, who would presumably have no knowledge of sewer systems, responsible for installing them.

In addition, I don’t know why the County would want homeowners, that are not knowledgeable about these matters responsible for the installation, that if not done correctly, could negatively impact the County’s system, once they’re connected,

Sent from [Mail](#) for Windows 10

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**From:** [JOHN THOMPSON](#)  
**Sent:** Wednesday, May 27, 2020 2:32 PM  
**To:** '[Larry Smith](#)'  
**Cc:** [LEONARDO BROWN](#); [TARIQ HUSSAIN](#); [JOHN THOMPSON](#)  
**Subject:** Urgent Request - Sewer Ordinance  
**Importance:** High

Larry: Please see Jani’s e-mail below. This matter involves the installation of sewer and/or water systems on private property for 130 homes as part of the Southeast Sewer and Water Expansion Project. I understand that this cost is approximately \$1.3 million and has already been included in the total cost for the project. Jani asserts that based on the Ordinance that homeowners are responsible for installing the systems and connecting to the County’s system.

Please provide your legal opinion.

Thank you,

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

Assistant County Administrator  
Richland County Government  
Office of the County Administrator  
803-576-2054

[Thompson.John@RichlandCountySC.gov](mailto:Thompson.John@RichlandCountySC.gov)

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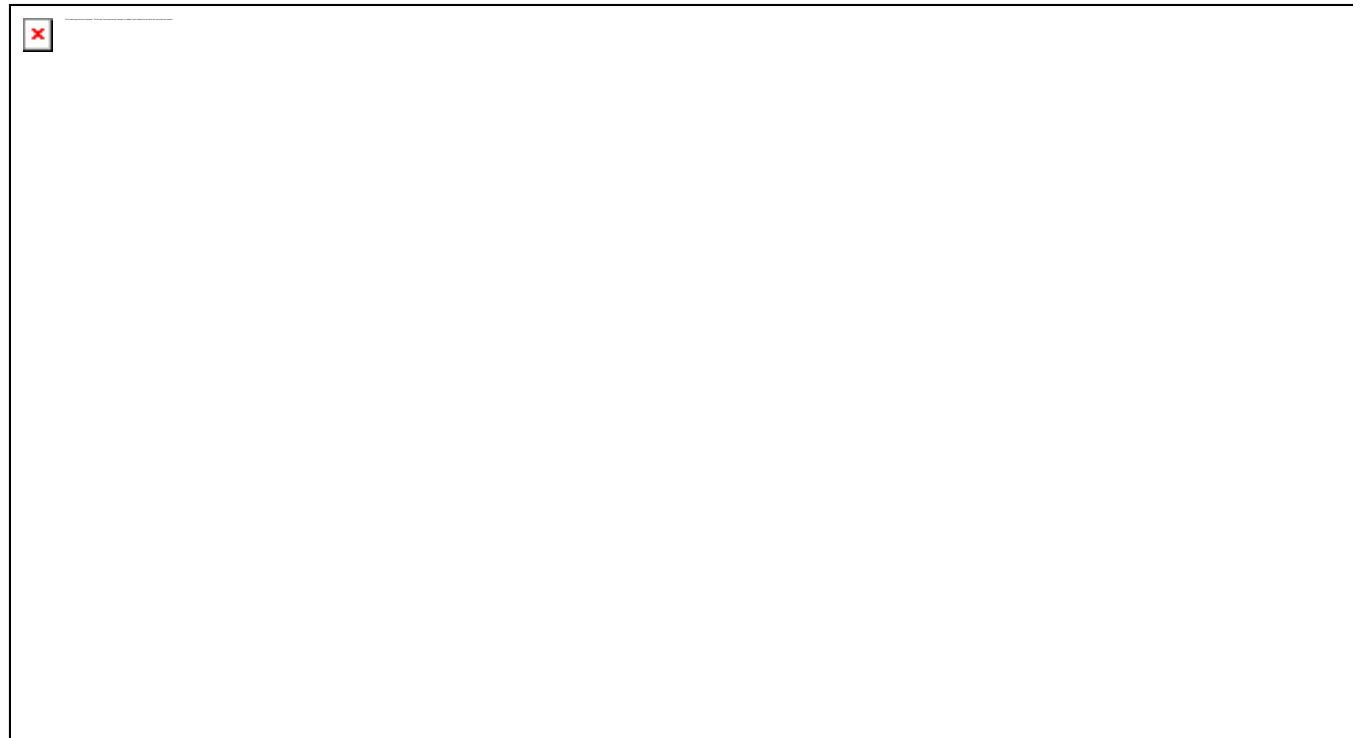
**From:** TARIQ HUSSAIN <[HUSSAIN.TARIQ@richlandcountysc.gov](mailto:HUSSAIN.TARIQ@richlandcountysc.gov)>  
**Sent:** Tuesday, May 26, 2020 2:51 PM  
**To:** ELIZABETH MCLEAN <[MCLEAN.ELIZABETH@richlandcountysc.gov](mailto:MCLEAN.ELIZABETH@richlandcountysc.gov)>; BRAD FARRAR <[FARRARB@rcgov.us](mailto:FARRARB@rcgov.us)>  
**Cc:** JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>; 'Larry Smith' <[larry24nccu@gmail.com](mailto:larry24nccu@gmail.com)>; LARRY SMITH <[SMITH.LARRY@richlandcountysc.gov](mailto:SMITH.LARRY@richlandcountysc.gov)>  
**Subject:** Urgent Request - Sewer Ordinance

Brad/Elizabeth,

We are working on a BD document to present to the County Council.

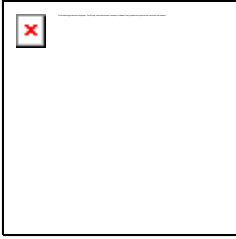
Please let us know if the wording in below ordinance means that the owner is responsible for building and maintenance of sewer system (tank, grinder pump, lines) on the owner's private property to connect to the Richland County utilities system.

Does this apply to water also?



Thanks

**Jani Tariq Hussain**  
Deputy Director  
Richland County Government  
Utilities Department  
[HUSSAIN.TARIQ@richlandcountysc.gov](mailto:HUSSAIN.TARIQ@richlandcountysc.gov)  
P 803-401-0045



7525 Broad River Road  
Irmo, SC 29063  
[rcgov.us](http://rcgov.us)

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# Richland County Council Request for Action

**Subject:**

Change Order for Division 4 of the Southeast Sewer and Water Expansion Project

**Notes:**

September 22, 2020 – The A&F Committee recommended Council approve Change Order 2 for the additional gravity line installation required for Division 4 of the SESWEP.



**Agenda Briefing**

**Prepared by:** Ifeolu Idowu, Sanitary Engineer  
**Department:** Utilities  
**Date Prepared:** June 29, 2020 **Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 08, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 29, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 29, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Change Order for Division 4 of the Southeast Sewer and Water Expansion Project		

**Recommended Action:**

Staff recommends that County Council approves Change Order 2 for the additional gravity line installation required for Division 4 of the SESWEP.

**Motion Requested:**

Move to approve the staff's recommendation as noted above.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

This fiscal impact of approving the change order is \$71,755 for a new gravity line to separate the flows. The cost of this change order will be funded from the contingency funds of the Southeast Sewer and Water Expansion Project.

**Motion of Origin:**

There is no associated Council motion of origin.

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

## Discussion:

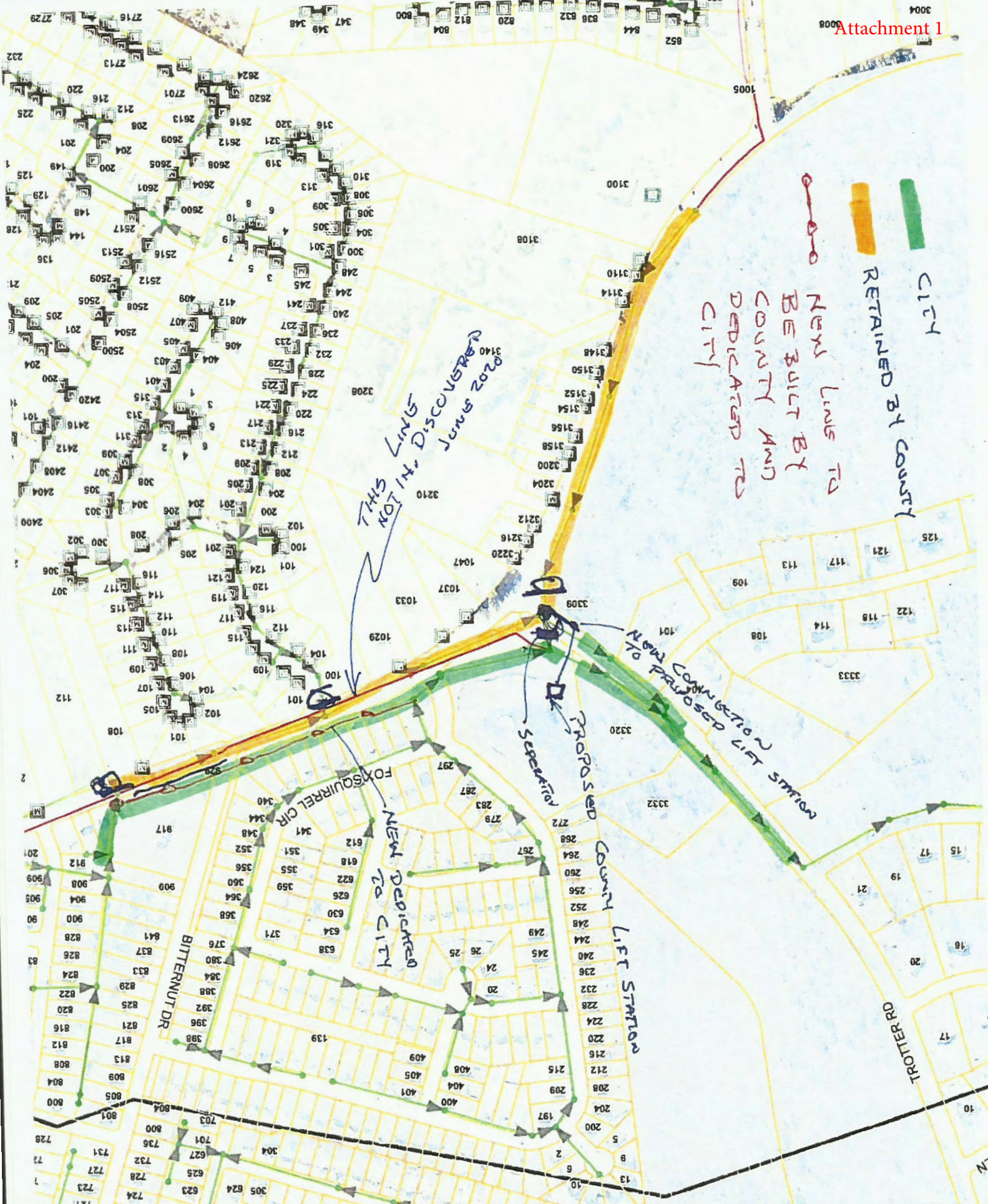
The Surrey Place and Starling Goodson subdivisions are both located within the Richland County (RC) service area. As part of the proposed Division 4 of the SESWEP, the flow from the above-mentioned subdivisions along with other areas which are currently served by the City of Columbia (COC), is to be diverted from the City's sewer distribution lines and routed to the Garner's Ferry Rd lift station. From there the wastewater will be pumped to the Eastover WWTF which is operated by Richland County.

To divert the flow from Surrey Place and Starling Goodson to the Garners Ferry Road lift station, a new lift station is to be installed near the intersection of Bitternut Drive and Trotter Road. During the design phase of the project, the consultant, Joel E. Wood & Associates (JEWA), was provided geographic information system (GIS) mapping from the City of Columbia (CoC) that shows the existing sewer lines within the project area. (See attached for location map) From these drawings, JEWA determined that the wastewater from Starling Goodson and Quail Point flowed into the same gravity sewer line along Starling Goodson Road. The Quail Point subdivision is located within the CoC service area, and as a result, a new gravity sewer line would need to be installed along Starling Goodson Road to separate these flows. The mapping from the City indicated that the Chandler Hall subdivision, which is within the CoC service area, had a gravity line that ran from Chandler Hall Lane to Trotter Road and passed by the County's proposed lift station site. The mapping also indicated that the Surrey Place subdivision was on a separate gravity line from the Chandler Hall subdivision, which ran to the west towards Trotter Road and pass the County's proposed lift station site. The design from the consultant was based on information provided by the City of Columbia that the Chandler Hall subdivision and the Surrey Place subdivision had their separate gravity lines and that the only work required in this section would be a changed sewer line to separate the Quail Point and Starling Goodson subdivisions.

As the construction began, it was discovered that there was only one gravity sewer line that ran east to west down Starling Goodson Road and Bitternut Drive towards Trotter Road. The consultant contacted the City of Columbia and it was discovered that the City's GIS mapping was incorrect. After further field exploration, it was determined that Surrey Place, Starling Goodson, Chandler Hall, and Quail Point all discharge into a common gravity sewer line, and the current design did not separate the City's flow from the County's flow as intended. To separate the flows, an additional gravity sewer main of approximately 400 linear feet will need to be installed from the intersection of Chandler Hall Lane and Bitternut Drive to the County's proposed lift station. This additional gravity sewer was not included in the original bid quantities for the project and a change order for the contractor is required to cover this additional work. The change order submitted is attached to this brief.

## Attachment:

1. Location Map
2. Change Order request from Stutts and Williams, LLC
3. Change Order explanation from the Consultant



MAPS PROVIDED BY COC



### CONTRACT CHANGE ORDER

Project: SE Richland County Sewer And Water System Expansion Division 4

Date: June 22, 2020 Contractor: Stutts and Williams, L. L. C

Owner: Richland County Contract No.: CN200035 Change Order No.: 2

Description (quantities, units, unit prices, change in contract time, etc.) and necessity of changes (attach adequate documentation-maps, correspondence, etc):

See attached sheets

Please attach cost documentation with associated changes (show increase and decrease in contract price).

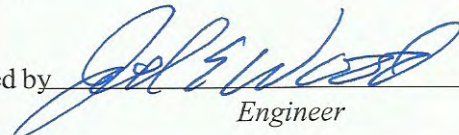
See attached sheets

Contract Price with Change Orders: .....	\$. 2,402,382.00
Change in Contract Price due to this Change Order	\$ 71,755.00
Total Decrease of this Change Order:.....	\$ 0.00
Total Increase of this Change Order:.....	\$ 71,755.00
Net (increase)(decrease) in Contract Price:.....	\$ 71,755.00

1. Is proposed change an alternate bid?  
( Extended Bid Prices) \_\_\_\_\_yes  no
2. Will proposed change alter the physical size of the project?  
If yes, explain. \_\_\_\_\_yes  no
3. Effect of this change on other prime contractors: N/A

The sum of \$71,755.00 is hereby (added to) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is \$2,474,137.00 .

The time provided for completion in the contract is (~~unchanged~~) (increased) (~~decreased~~) by 14 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by		<u>6/22/2020</u>
	Engineer	Date
Accepted by	_____	_____
	Contractor	Date
Approved by	_____	_____
	Owner	Date



PO Box 2046  
 Lexington, SC 29072  
 (P) 803.814.3753  
 Contractor's License # - G119374

## CHANGE REQUEST PROPOSAL

**DATE:** 6/16/2020  
**PROPOSAL TO:** RICHLAND COUNTY UTILITIES  
**ATTN:** Joel Wood

**PROJECT:** SE Richland County Sewer  
**LOCATION:** Chandler Hall to Trotter Rd LS  
**ENGINEER:** Joel E. Wood & Associates

*Stutts & Williams hereby proposes the following pricing for the change at Chandler Hall and Trotter.*

DEMOBILIZE / REMOBILIZE	1	EA	\$5,000.00
CONSTRUCTION STAKING	1	LS	\$1,500.00
SEDIMENT & EROSION CONTROL	1	LS	\$800.00
CLEARING R/W	1	LS	\$1,800.00
POWER POLE GUY WIRE REMOVAL & REPLACEMENT	1	LS	\$2,500.00
8" PVC GRAVITY (0-12')	295	LF	\$24,190.00
8" PVC GRAVITY (12-14')	32	LF	\$2,752.00
8" DIP (12-14')	24	LF	\$4,108.00
MANHOLE (12-14')	1	EA	\$4,751.00
ADDITIONAL SHORING & TIME DUE TO EXIST GAS & FM	1	LS	\$2,500.00
MANHOLE (0-10')	1	EA	\$4,279.00
CONCRETE PIPE ENCASMENT	1	LS	\$1,200.00
MODIFY NEW MANHOLE ALREADY DELIVERED TO SITE	1	EA	\$1,500.00
MODIFY WET WELL INVERT FOR NEW ANGLE OF 8" GRA'	1	EA	\$1,150.00
REMOVE AND REPLACE SIDEWALK	210	SY	\$12,600.00
SEEDING, FERTILIZER & MULCH	0.5	AC	\$1,125.00
			\$71,755.00

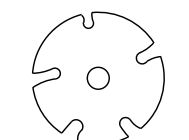
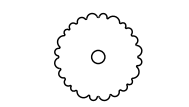
Respectfully Submitted:  
 Stutts & Williams, LLC

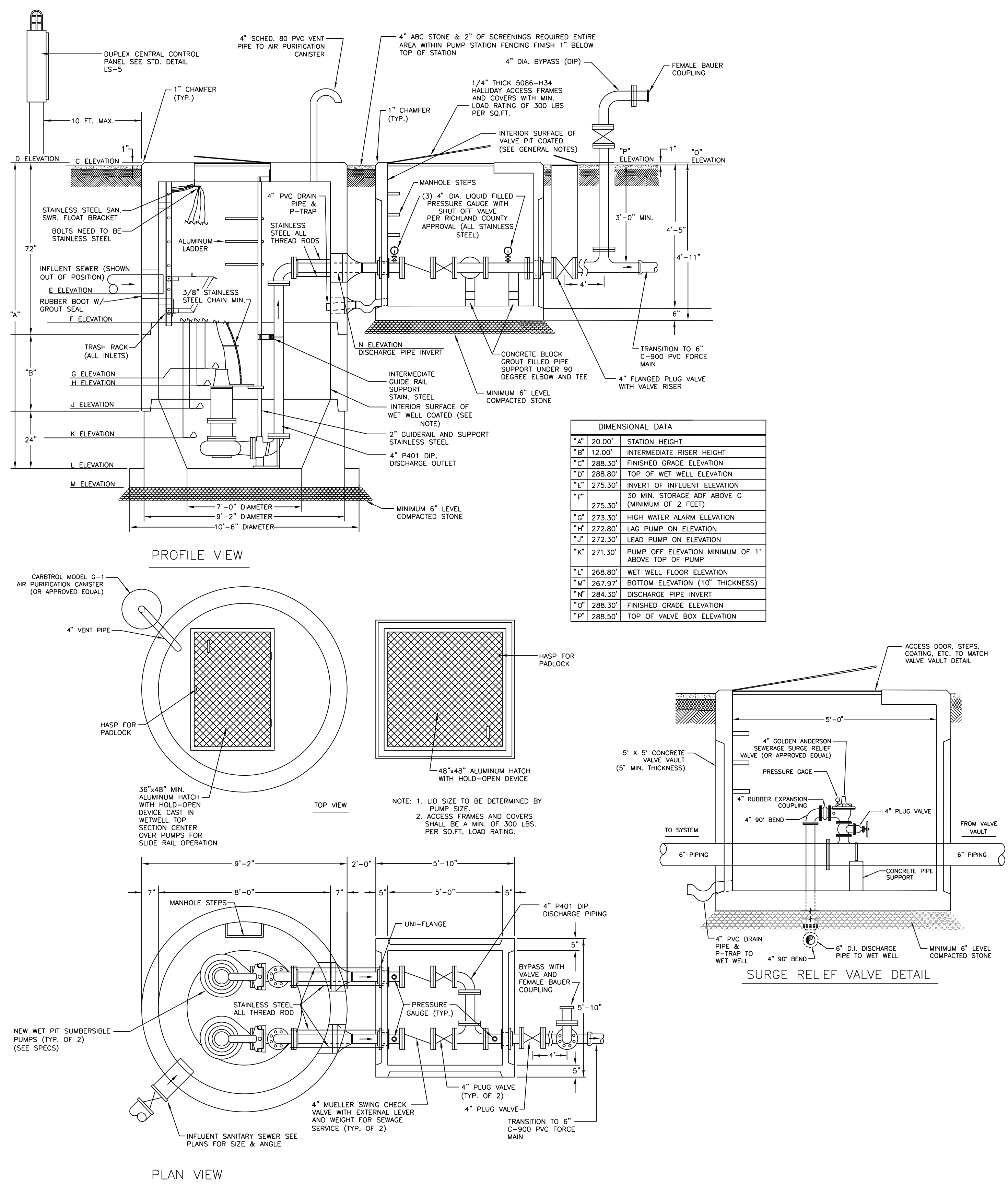
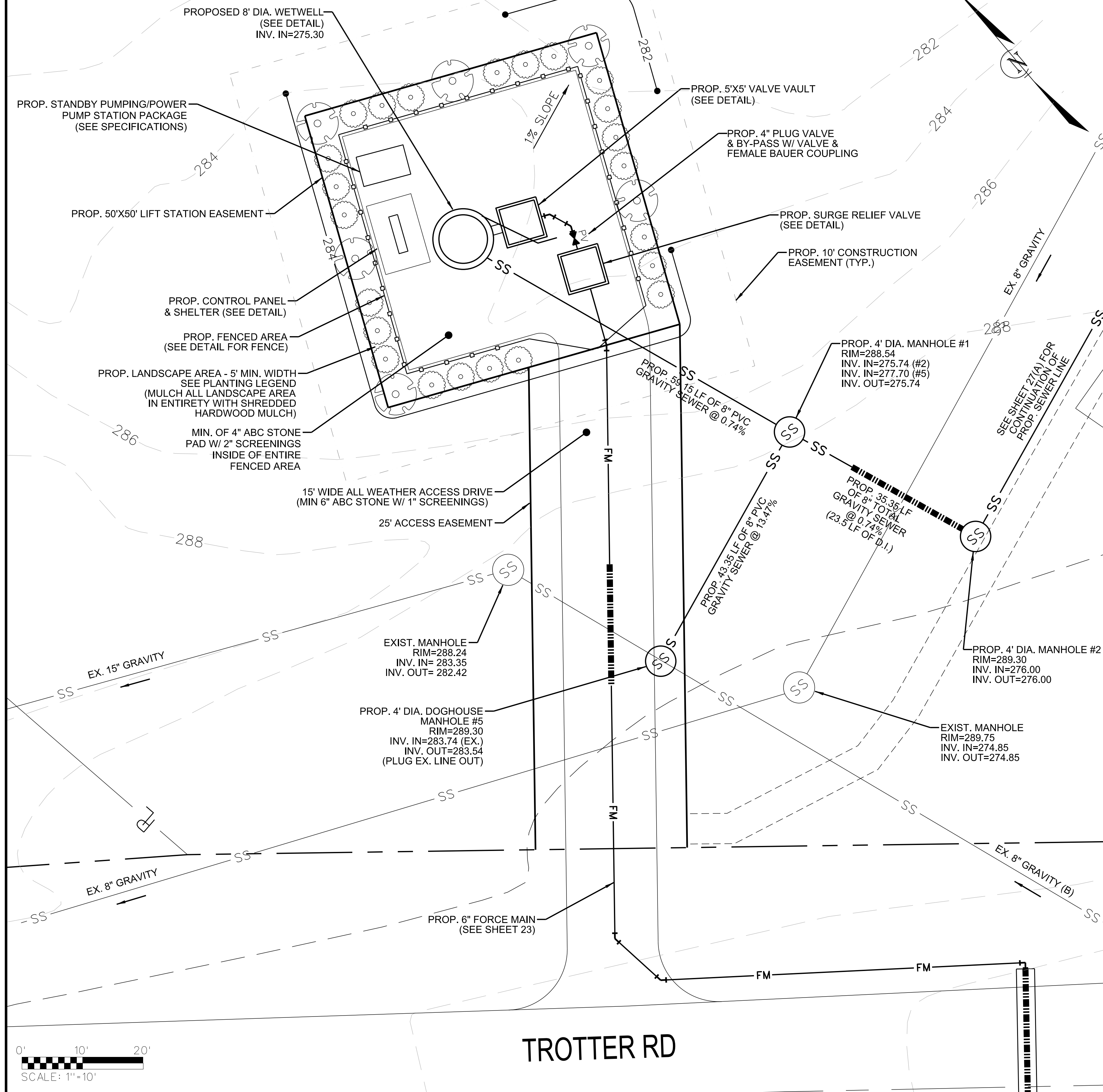
Brad Stutts

**GENERAL/CONSTRUCTION NOTES**


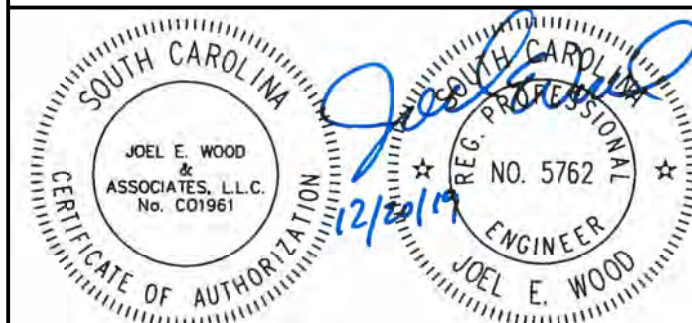
1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ELEVATIONS AT ALL TIE-IN POINTS FOR EXISTING GRAVITY SEWER MAINS PRIOR TO COMMENCING WITH THE PROPOSED CONSTRUCTION. IF DISCREPANCIES OR CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. THE EXISTING WWTF SHALL REMAIN IN SERVICE UNTIL THE NEW PUMP STATION IS GRANTED A PERMIT TO OPERATE FROM SCDHEC. AFTER A PERMIT TO OPERATE THE NEW PUMP STATION IS OBTAINED THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS TO DIVERT THE EXISTING FLOWS TO THE NEW PUMP STATION & ANY BY-PASS PUMPING NECESSARY.
3. THE LIFT STATION SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO FEMA MAP NUMBER 45079C0384L DATED 12/21/2017.

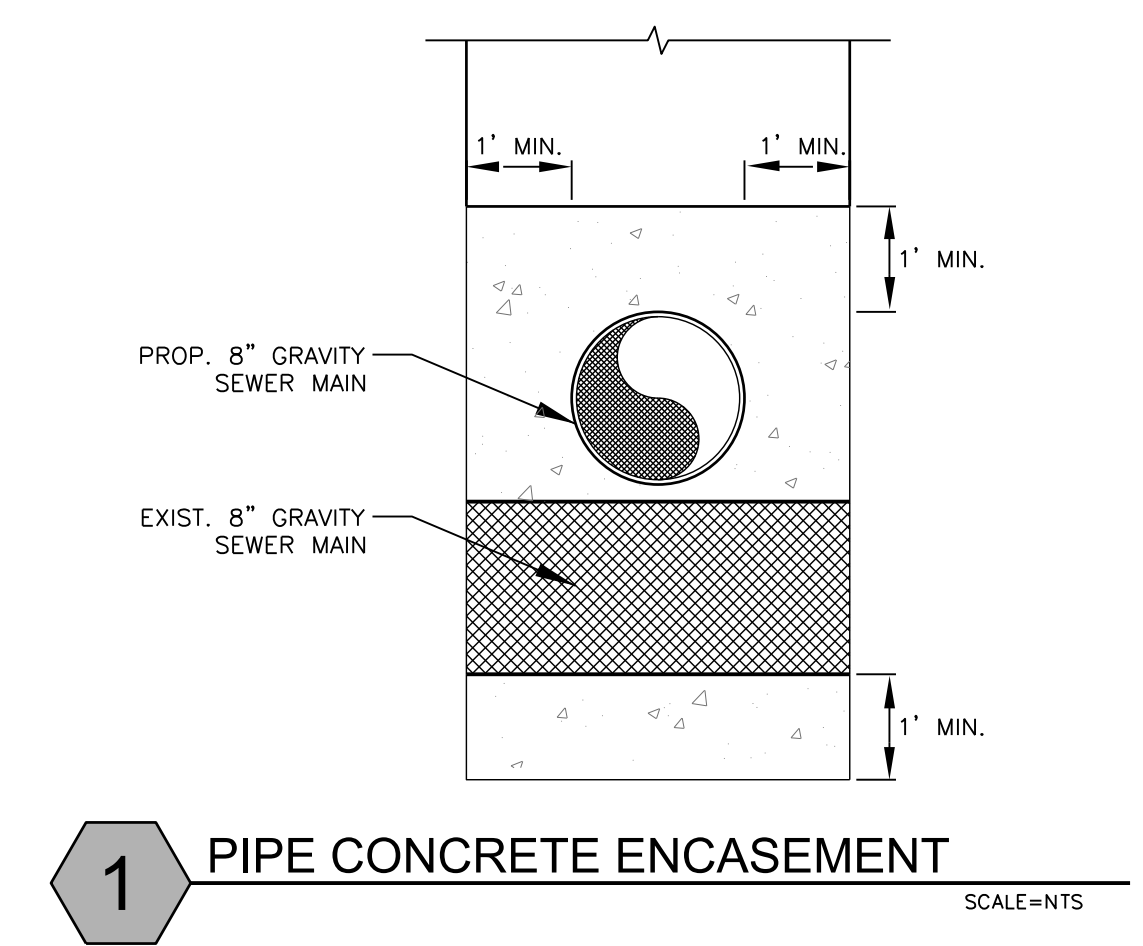
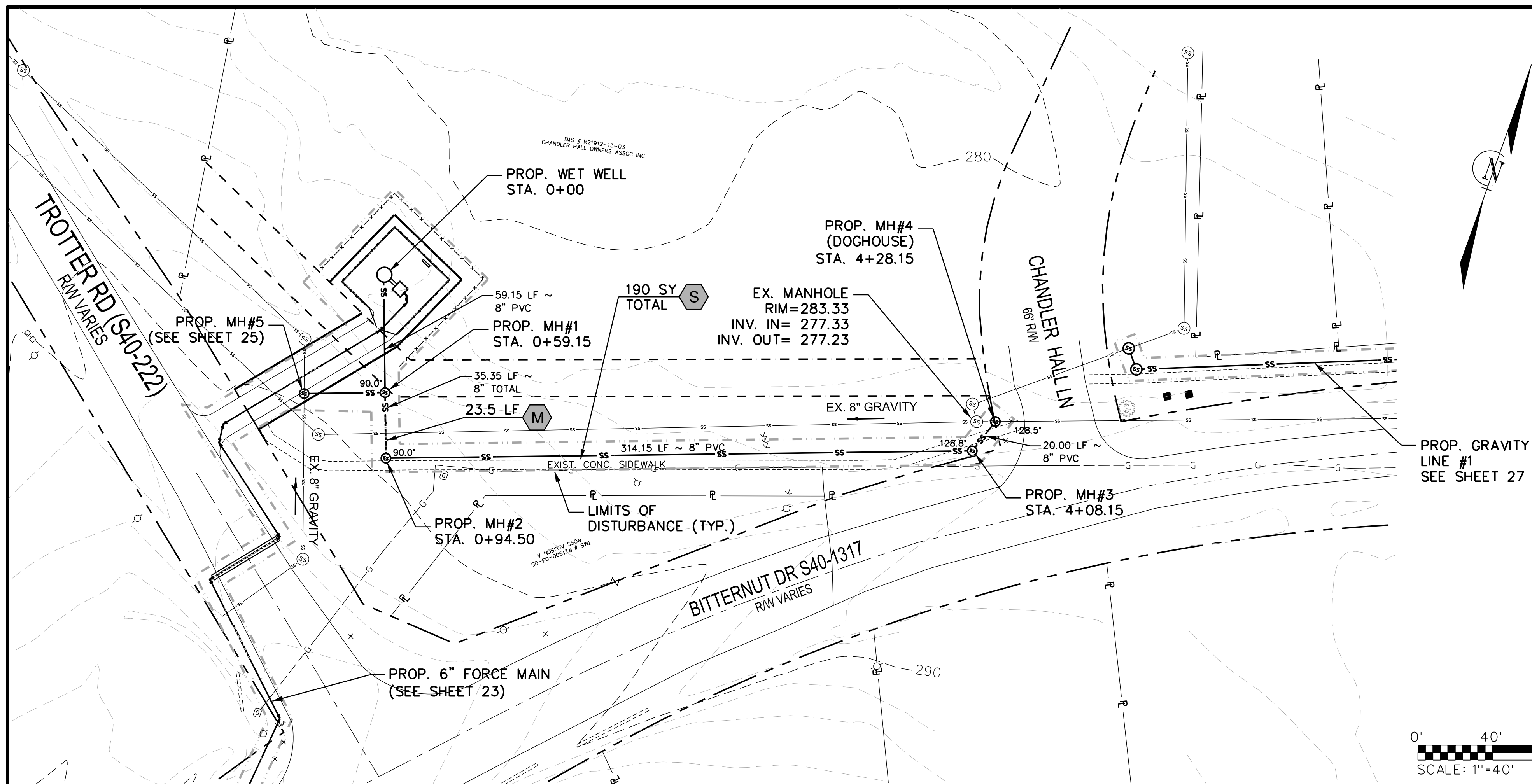
**PLANTING LEGEND:**

-  "CHINDO" VIBURNUM, SIZE: 18"-24" HEIGHT, QTY: 6
-  CARRISA HOLLY, SIZE: 18" MIN. HEIGHT, QTY: 23

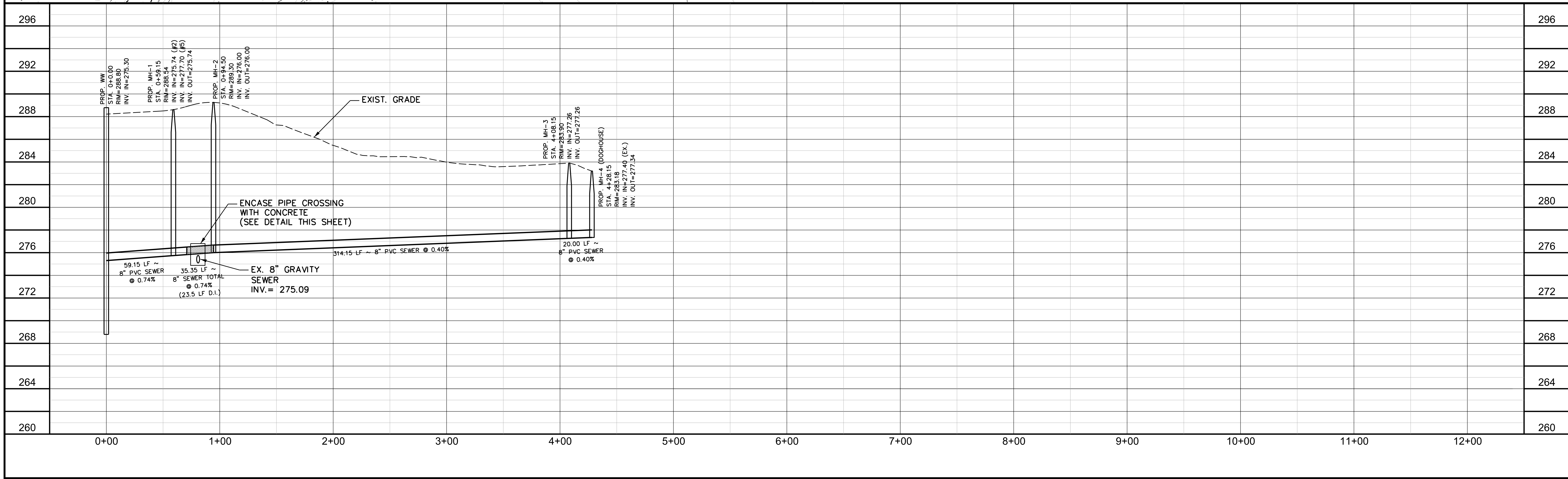


**A SUBMERSIBLE PUMP STATION PLAN & PROFILE VIEW**

<b>APPROVALS</b> PROJECT ENGR: JEW DRAWN BY: DER CHECKED BY: ACC REVIEW: _____ BID: _____ CONSTRUCTION: _____		<b>PREPARED BY</b>  <b>JOEL E. WOOD &amp; ASSOCIATES</b> PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390		<b>SEALS</b> 		<b>PROJECT</b> <b>SOUTHEAST RICHLAND COUNTY SEWER SYSTEM &amp; SOUTHEAST WATER SYSTEM EXPANSION</b> RICHLAND COUNTY, SOUTH CAROLINA PREPARED FOR <b>RICHLAND COUNTY UTILITIES</b>		<b>SHEET TITLE</b> <b>TROTTER ROAD LIFT STATION</b>		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>12/20/19</td> <td>RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19</td> <td>ACC</td> </tr> <tr> <td>2.</td> <td>6/12/20</td> <td>REVISED LIFT STATION INVERTS / GRAVITY LINES</td> <td>ACC</td> </tr> </tbody> </table>		NO.	DATE	REVISIONS	BY	1.	12/20/19	RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19	ACC	2.	6/12/20	REVISED LIFT STATION INVERTS / GRAVITY LINES	ACC	SCALE: AS SHOWN DATE: 9/1/2019 JOB NO.: 190104.2 SHEET <b>25</b> OF <b>33</b>	
NO.	DATE	REVISIONS	BY																						
1.	12/20/19	RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19	ACC																						
2.	6/12/20	REVISED LIFT STATION INVERTS / GRAVITY LINES	ACC																						



**NOTES:**  
 1. A NEW GRAVITY SEWER MAIN WILL BE CONSTRUCTED BY RCU TO SEPARATE THE FLOW FROM CITY OF COLUMBIA'S QUAIL POINT AND CHANDLER HALL SUBDIVISIONS. ONCE A PERMIT TO OPERATE IS ISSUED BY SCDHEC FOR THE NEW LINE, THIS LINE (LINE #2) WILL BE OWNED AND OPERATED BY RICHLAND COUNTY UTILITIES.



<b>APPROVALS</b> PROJECT ENGR: JEW DRAWN BY: DER CHECKED BY: ACC REVIEW: _____ BID: _____ CONSTRUCTION: _____		<b>PREPARED BY</b>  <b>JOEL E. WOOD &amp; ASSOCIATES</b> PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390		<b>SEALS</b> 		<b>PROJECT</b> <b>SOUTHEAST RICHLAND COUNTY SEWER SYSTEM &amp; SOUTHEAST WATER SYSTEM EXPANSION</b> RICHLAND COUNTY, SOUTH CAROLINA PREPARED FOR <b>RICHLAND COUNTY UTILITIES</b>		<b>SHEET TITLE</b> <b>BITTERNUT DRIVE LINE #2 8" GRAVITY SEWER PLAN &amp; PROFILE</b>		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>12/20/19</td> <td>RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19</td> <td>ACC</td> </tr> <tr> <td>2.</td> <td>6/12/20</td> <td>ADDED GRAVITY SEWER LINE #2</td> <td>ACC</td> </tr> </tbody> </table>		NO.	DATE	REVISIONS	BY	1.	12/20/19	RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19	ACC	2.	6/12/20	ADDED GRAVITY SEWER LINE #2	ACC	SCALE: 1"=40' (HORIZ.) 1"=4' (VERT.) DATE: 9/1/2019 JOB NO.: 190104.2 SHEET 27(A) OF 33	
NO.	DATE	REVISIONS	BY																						
1.	12/20/19	RICHLAND COUNTY DEVELOPMENT SERVICES 12/16/19	ACC																						
2.	6/12/20	ADDED GRAVITY SEWER LINE #2	ACC																						



**JOEL E. WOOD & ASSOCIATES**

PLANNING • ENGINEERING • MANAGEMENT

### Main Office

2160 Filbert Highway  
York, SC 29745

P.O. Box 296  
Clover, SC 29710

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

### Kings Mountain, NC

104 N. Dilling St.  
Kings Mountain, NC  
28086

P.O. Box 296  
Clover, SC 29710

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

June 22, 2020

Mr. Tariq Hussain, Acting Director  
Richland County Department of Utilities  
7525 Broad River Road  
Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY SEWER PROJECT  
DIVISION 4 CHANGE ORDER NUMBER 2  
JUSTIFICATION**

Dear Mr. Hussain:

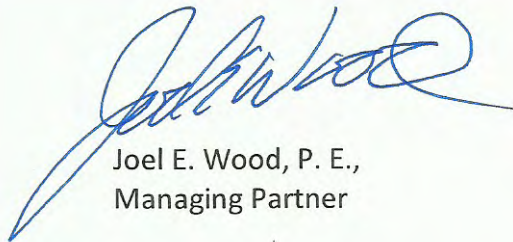
The Surrey Place and Starling Goodson subdivisions are both located within the Richland County (RC) service area. As part of the proposed Division 4 of the SE Richland County Water and Sewer Project, the flow from the above mentioned subdivisions along with other areas which are currently served by the City of Columbia (COC), is to be diverted from the City's sewer distribution lines and routed to the Garner's Ferry Rd lift station. From there the wastewater will be pumped to the Wateree WWTF which is operated by Richland County.

In order to divert the flow from Surrey Place and Starling Goodson to the Garner's Ferry Rd lift station a new lift station is to be installed near the intersection of Bitternut Drive and Trotter Rd. During the design phase of the project, Joel E. Wood & Associates (JEWA) was provided GIS mapping (see attached Map) from the City of Columbia that shows the existing sewer lines within the project area. From these drawings JEWA determined that the wastewater from Starling Goodson and Qual Pointe flowed into the same gravity sewer line along Starling Goodson Rd. The Quail Pointe subdivision is located within the COC service area, and as a result, a new gravity sewer line would need to be installed along Starling Goodson Rd to separate these flows. The mapping from the City indicated that the Chandler Hall subdivision, which is within the COC service area, had a gravity line that ran from Chandler Hall Lane to Trotter Road and passed by our proposed lift station site. The mapping also indicated that the Surrey Place subdivision was on a separate gravity line from the Chandler Hall subdivision which ran to the west towards Trotter Rd and past our proposed lift station site. Our design was based on information provided by the City that the Chandler Hall subdivision and the Surrey Place subdivision had their own separate gravity lines and that the only flow that would need to be changed was to separate the Quail Pointe and Starling Goodson subdivisions.

As we began construction, it was discovered that there was only one gravity sewer line that ran east to west down Starling Goodson Rd and Bitternut Dr towards Trotter Rd that passed our proposed lift station site. We contacted the City and they discovered that the City's GIS mapping was not correct. After further field exploration, it was determined that Surrey Place, Starling Goodson, Chandler Hall and Quail Point all discharge into a common gravity sewer line and our current design did not separate the City's flow from the County's flow as intended. In order to separate the flows, an additional gravity sewer main will need to be installed from the intersection of Chandler Hall Ln and Bitternut Dr to our proposed lift station. This additional gravity sewer was not included in the original bid quantities for the project and a change order for the contractor will be needed to cover this additional work.

Sincerely,

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



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

## Richland County Council Request for 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, 2020, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2020, through June 30, 2021

**Notes:**

First Reading: May 5, 2020

Public Hearing: May 28, 2020

Second Reading: June 4, 2020

Third Reading: October 6, 2020

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

**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, 2020, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2020, THROUGH JUNE 30, 2021.**

**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, 2020 to June 30, 2021, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed Fifty Nine and Nine tenths (59.9) 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, 2020 to June 30, 2021, 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	10.0
Solid Waste - Landfill	3.4
Capital Replacement	3.5
Library	16.0
Mental Health	1.3
Riverbanks Zoo	1.4
Conservation Commission	0.5
Neighborhood Redevelopment	0.5

**SECTION 3.** That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2020 to June 30, 2021, 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	22.7
Fire Service - Debt Service	.5
School District One - Operations	266.5
School District One - Debt Service	64.0
School District Two - Operations	331.7



School District Two - Debt Service	104.0
Recreation Commission - Operations	12.5
Recreation Commission - Debt Service	2.5
Midlands Technical College – Operations	3.7
Midlands Technical College - Capital & Debt Service	2.0
Riverbanks Zoo - Debt Service	1.0
Stormwater Management	3.4
East Richland Public Service District - Debt Service	4.0

**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

RICHLAND COUNTY COUNCIL

BY: Paul Livingston, Chair

FIRST READING: May 5, 2020  
PUBLIC HEARING: May 28, 2020  
SECOND READING: June 4, 2020  
THIRD READING: October 6, 2020



# 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

October 1, 2020

The Honorable Paul Livingston  
Chairman  
Richland County Council  
2020 Hampton Street  
Columbia, SC 29204

Dear Chairman Livingston:

I am transmitting to you and members of Council the calculated millage rates for 2020.

I have attached to this transmittal a proposed 2020 Millage Schedule for Council's approval. I have also included an impact of the proposed millage rates on an owner-occupied \$100K real property, and a non-owner occupied 100K real property 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 6, 2020.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley  
Richland County Auditor

cc: County Administrator  
Finance Director  
Budget Director  
Clerk of Council

enclosures

**RICHLAND COUNTY  
2020 MILLAGE SCHEDULE**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	1AL	1CC	1CY	1ER	1FA	1TE	1LR 1UR	2AL	2CC	2DP 2SH	2ER	2FA	2TB	2WL	6CC	6TI	6UD
School Operating	266.5	266.5	266.5	266.5	266.5	266.5	266.5	331.7	331.7	331.7	331.7	331.7	331.7	331.7	246.1	246.1	246.1
School Bonds	64.0	64.0	64.0	64.0	64.0	64.0	64.0	104.0	104.0	104.0	104.0	104.0	104.0	104.0	75.4	75.4	75.4
Recreation Commission	12.5	-	12.5	12.5	12.5	12.5	12.5	12.5	-	12.5	12.5	12.5	12.5	12.5	-	12.5	12.5
Recreation Bonds	2.5	-	2.5	2.5	2.5	2.5	2.5	2.5	-	2.5	2.5	2.5	2.5	2.5	-	2.5	2.5
Midlands Technical College	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Riverbanks Zoo Bonds	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
East Richland PSD Bonds	4.0	-	-	4.0	4.0	-	-	4.0	-	-	4.0	4.0	-	4.0	-	-	-
Stormwater Management	3.4	-	-	3.4	3.4	-	3.4	3.4	-	3.4	3.4	3.4	-	3.4	-	-	3.4
Fire Service Operating	22.7	22.7	-	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7	22.7
Fire Service Bonds	-	-	-	0.5	0.5	0.5	0.5	-	-	0.5	0.5	0.5	0.5	0.5	-	-	0.5
Windsor Lake Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	18.5	-	-	-
INDUSTRIAL LEVY	382.3	359.9	352.2	382.8	382.8	375.4	378.8	487.5	465.1	484.0	488.0	488.0	480.6	506.5	350.9	365.9	369.8
County Operating	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9	59.9
County Bonds	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Library	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0
Mental Health	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Riverbanks Zoo Operating	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Landfill	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4
Conservation Commission	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Neighborhood Redevelopment	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Capital Replacement	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
COUNTY LEVY	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5	96.5
SUBTOTAL	478.8	456.4	448.7	479.3	479.3	471.9	475.3	584.0	561.6	580.5	584.5	584.5	577.1	603.0	447.4	462.4	466.3
MUNICIPAL LEVY	-	93.8	53.7	-	47.8	125.0	-	-	93.8	-	-	47.8	-	-	93.8	-	-
<b>TOTAL LEVY</b>	<b>478.8</b>	<b>550.2</b>	<b>502.4</b>	<b>479.3</b>	<b>527.1</b>	<b>596.9</b>	<b>475.3</b>	<b>584.0</b>	<b>655.4</b>	<b>580.5</b>	<b>584.5</b>	<b>632.3</b>	<b>577.1</b>	<b>603.0</b>	<b>541.2</b>	<b>462.4</b>	<b>466.3</b>
<b>LOST CREDIT FACTOR</b>	<b>0.001428</b>	<b>0.003448</b>	<b>0.001428</b>	<b>0.001428</b>	<b>0.002478</b>	<b>0.006128</b>	<b>0.001428</b>	<b>0.001428</b>	<b>0.003448</b>	<b>0.001428</b>	<b>0.001428</b>	<b>0.002478</b>	<b>0.001428</b>	<b>0.001428</b>	<b>0.003448</b>	<b>0.001428</b>	<b>0.001428</b>

MUNICIPALITY	DIST.	LEVY	LOST
City of Columbia	1CC	93.8	0.002020
	2CC	93.8	0.002020
	6CC	93.8	0.002020
	1FA	47.8	0.001050
Forest Acres	2FA	47.8	0.001050
	1TE	125.0	0.004700
Eastover	1CY	53.7	-
City of Cayce	2TB	-	-
Blythewood	6TI	-	-
Town of Irmo	-	-	0.001428
County	-	-	-

**SCHOOL DISTRICT ONE**

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

**SCHOOL DISTRICT TWO**

2AL	Arcadia Lakes
2CC	City of Columbia
2DP	Dentsville/Pontiac Area (not ERPSD)
2ER	East Richland Public Serv. Dis.
2FA	City of Forest Acres
2TB	Town of Blythewood
2WL	Windsor Lake
2SH	Sandhills Area

**SCHOOL DISTRICT SIX (LEX. #5)**

6CC	City of Columbia
6TI	Town of Irmo
6UD	Upper Dutch Fork

Tax Year 2020 Projected Millage Worksheet

Paul Brawley  
Richland County Auditor

Agency	Total TY 20 Budget	Treasurer Carryforward	State Reimbursement	School	Net Taxes	Proj TY20 Millage	Non-Owner Occupied Mill Value	T Mill Value	19 Millage	Millage Difference	100K R	100K C
											Net Tax Effect 100K	Net Tax Effect 100K
SD #1	234,746,954	-	6,493,058	54,229,396	174,024,500	266.5	653,000	906,000	266.5	-		\$ -
SD #2	161,106,497	406,089	1,333,853	52,559,155	106,807,400	331.7	322,000	605,000	331.7	-		\$ -
SD #1 Bonds	69,955,192	8,970,192	3,001,000		57,984,000	64.0		906,000	64.0	-		\$ -
SD #2 Bonds	74,872,486	9,700,486	2,252,000		62,920,000	104.0		605,000	104.0	-		\$ -
Recreation	14,833,254	574,139	59,115		14,200,000	12.5		1,136,000	13.5	(1.0)		\$ (4.00)
Rec Bonds	5,339,508	2,337,408	162,100		2,840,000	2.5		1,136,000	2.5	-		\$ -
MTC	5,800,527	-	-		6,282,600	3.7		1,695,000	3.7	-		\$ -
MTCC	3,590,858	132,733	68,125		3,390,000	2.0		1,695,000	2.0	-		\$ -
Zoo Bonds	4,114,583	2,329,583	90,000		1,695,000	1.0		1,695,000	1.0	-		\$ -
ERPSD Bonds	2,879,186	1,833,186	90,000		956,000	4.0		239,000	4.0	-		\$ -
Storm	3,560,032		115,832		3,444,200	3.4		1,013,000	3.4	-		\$ -
Fire Operating	25,859,388	214,972	719,816		24,924,600	22.7		1,098,000	22.7	-		\$ -
Fire Bonds	840,731	264,531	27,200		549,000	0.5		1,098,000	0.5	-		\$ -
General Fund	105,194,246		3,663,746		101,530,500	59.9		1,695,000	59.9	-		\$ -
County Bonds	25,176,438	7,329,438	897,000		16,950,000	10.0		1,695,000	10.0	-		\$ -
Library	27,855,839	302,478	433,361		27,120,000	16.0		1,695,000	17.2	(1.2)		\$ (4.80)
MH	2,196,520	-	-		2,203,500	1.3		1,695,000	1.3	-		\$ -
Zoo	2,222,100	-	-		2,373,000	1.4		1,695,000	1.4	-		\$ -
Landfill	5,950,143	-	187,143		5,763,000	3.4		1,695,000	3.4	-		\$ -
Conservation	875,066	-	27,566		847,500	0.5		1,695,000	0.5	-		\$ -
Neighborhood	875,067	-	27,567		847,500	0.5		1,695,000	0.5	-		\$ -
Capital	6,194,665	36,867	225,298		5,932,500	3.5		1,695,000	3.5	-		\$ -

100K R Represents Owner Occupied Properties

100K C Represents Non- Owner Occupied Properties

**RICHLAND COUNTY  
2020 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied  
Budget Amendment**

**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>
<b>2020 Total Levy</b>		478.8	550.2	502.4	479.3	527.1	596.9	475.3	515.7
<b>2019 Total Levy</b>		481.0	551.4	504.6	481.5	528.5	609.0	477.5	519.1
<b>Net Change</b>		(2.2)	(1.2)	(2.2)	(2.2)	(1.4)	(12.1)	(2.2)	-3.4
<b>Percentage Change</b>		-0.5%	-0.2%	-0.4%	-0.5%	-0.3%	-2.0%	-0.5%	-0.6%
<b>2020 Tax \$100,000 House</b>		\$ 1,915.20	\$ 2,200.80	\$ 2,009.60	\$ 1,917.20	\$ 2,108.40	\$ 2,387.60	\$ 1,901.20	\$ 2,062.86
<b>Less, Local Option Sales Tax</b>		\$ (142.80)	\$ (344.80)	\$ (142.80)	\$ (142.80)	\$ (247.80)	\$ (612.80)	\$ (142.80)	\$ (253.80)
<b>Less, School Operating Credit</b>		\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)	\$ (1,066.00)
<b>2020 Net Taxes</b>		\$ 706.40	\$ 790.00	\$ 800.80	\$ 708.40	\$ 794.60	\$ 708.80	\$ 692.40	\$ 743.06
<b>2019 Tax \$100,000 House</b>		\$ 716.00	\$ 795.60	\$ 810.40	\$ 718.00	\$ 803.00	\$ 685.00	\$ 702.00	\$ 747.14
<b>Tax Increase (Decrease)</b>		\$ (9.60)	\$ (5.60)	\$ (9.60)	\$ (9.60)	\$ (8.40)	\$ 23.80	\$ (9.60)	\$ (4.09)
<b>Percentage Change</b>		-1.3%	-0.7%	-1.2%	-1.3%	-1.0%	3.5%	-1.4%	-0.5%
<b>2021 Tax on \$20,000 Auto</b>		\$ 546.00	\$ 591.28	\$ 574.32	\$ 546.60	\$ 582.96	\$ 593.72	\$ 541.80	\$ 568.10
<b>2020 Tax on \$20,000 Auto</b>		\$ 548.80	\$ 592.88	\$ 577.12	\$ 549.40	\$ 585.20	\$ 593.80	\$ 544.60	\$ 570.26
<b>Tax Increase (Decrease)</b>		\$ (2.80)	\$ (1.60)	\$ (2.80)	\$ (2.80)	\$ (2.24)	\$ (0.08)	\$ (2.80)	\$ (2.16)
<b>Percentage Change</b>		-0.5%	-0.3%	-0.5%	-0.5%	-0.4%	0.0%	-0.5%	-0.4%

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  
2020 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied  
Budget Amendment**

**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>2WL</u>	<u>DISTRICT</u> <u>AVERAGE</u>
<b>2020 Total Levy</b>		584.0	655.4	580.5	584.5	632.3	577.1	603.0	602.4
<b>2019 Total Levy</b>		586.2	656.6	582.7	586.7	633.7	579.3	605.2	604.3
<b>Net Change</b>		(2.2)	(1.2)	(2.2)	(2.2)	(1.4)	(2.2)	(2.2)	-1.9
<b>Percentage Change</b>		-0.4%	-0.2%	-0.4%	-0.4%	-0.2%	-0.4%	-0.4%	-0.3%
<b>2020 Tax \$100,000 House</b>	\$	2,336.00	\$ 2,621.60	\$ 2,322.00	\$ 2,338.00	\$ 2,529.20	\$ 2,308.40	\$ 2,412.00	\$ 2,409.60
<b>Less, Local Option Sales Tax</b>	\$	(142.80)	\$ (344.80)	\$ (142.80)	\$ (142.80)	\$ (247.80)	\$ (142.80)	\$ (142.80)	\$ (186.66)
<b>Less, School Operating Credit</b>	\$	(1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)	\$ (1,326.80)
<b>2020 Net Taxes</b>	\$	866.40	\$ 950.00	\$ 852.40	\$ 868.40	\$ 954.60	\$ 838.80	\$ 942.40	\$ 896.14
<b>2019 Tax \$100,000 House</b>	\$	876.00	\$ 955.60	\$ 862.00	\$ 878.00	\$ 963.00	\$ 848.40	\$ 952.00	\$ 905.00
<b>Tax Increase (Decrease)</b>	\$	(9.60)	\$ (5.60)	\$ (9.60)	\$ (9.60)	\$ (8.40)	\$ (9.60)	\$ (9.60)	\$ (8.86)
<b>Percentage Change</b>		-1.1%	-0.6%	-1.1%	-1.1%	-0.9%	-1.1%	-1.0%	-1.0%
<b>2021 Tax on \$20,000 Auto</b>	\$	672.24	\$ 717.52	\$ 668.04	\$ 672.84	\$ 709.20	\$ 663.96	\$ 695.04	\$ 685.55
<b>2020 Tax on \$20,000 Auto</b>	\$	675.04	\$ 719.12	\$ 670.84	\$ 675.64	\$ 711.44	\$ 666.76	\$ 675.64	\$ 684.93
<b>Tax Increase (Decrease)</b>	\$	(2.80)	\$ (1.60)	\$ (2.80)	\$ (2.80)	\$ (2.24)	\$ (2.80)		\$ (2.51)
<b>Percentage Change</b>		-0.4%	-0.2%	-0.4%	-0.4%	-0.3%	-0.4%	0.0%	-0.3%

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	2WL	Windsor Lake

**RICHLAND COUNTY  
2020 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>
<b>2020 Total Levy</b>		541.2	462.4	466.3	490.0	536.0
<b>2019 Total Levy</b>		553.2	475.4	479.3	502.6	542.0
<b>Net Change</b>		(12.0)	(13.0)	(13.0)	-12.7	-6.0
<b>Percentage Change</b>		-2.2%	-2.7%	-2.7%	-2.5%	-1.2%
<b>2020 Tax \$100,000 House</b>	\$	2,164.80	\$ 1,849.60	\$ 1,865.20	\$ 1,959.87	\$ 2,144.11
<b>Less, Local Option Sales Tax</b>	\$	(344.80)	\$ (142.80)	\$ (142.80)	\$ (210.13)	\$ (216.86)
<b>Less, School Operating Credit</b>	\$	(984.40)	\$ (984.40)	\$ (984.40)	\$ (984.40)	\$ (1,125.73)
<b>2020 Net Taxes</b>	\$	835.60	\$ 722.40	\$ 738.00	\$ 765.33	\$ 801.51
<b>2019 Tax \$100,000 House</b>	\$	841.20	\$ 732.00	\$ 747.60	\$ 773.60	\$ 808.58
<b>Tax Increase (Decrease)</b>	\$	(5.60)	\$ (9.60)	\$ (9.60)	\$ (8.27)	\$ (7.07)
<b>Percentage Change</b>		-0.7%	-1.3%	-1.3%	-1.1%	-0.9%
<b>2021 Tax on \$20,000 Auto</b>	\$	580.48	\$ 526.32	\$ 531.00	\$ 545.93	\$ 599.86
<b>2020 Tax on \$20,000 Auto</b>	\$	595.04	\$ 542.08	\$ 546.76	\$ 561.29	\$ 605.49
<b>Tax Increase (Decrease)</b>	\$	(14.56)	\$ (15.76)	\$ (15.76)	\$ (15.36)	\$ (6.68)
<b>Percentage Change</b>		-2.4%	-2.9%	-2.9%	-2.7%	-1.1%

6CC City of Columbia  
6TI Town of Irmo  
6UD Upper Dutch Fork

**RICHLAND COUNTY  
2020 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied  
Budget Amendment**

**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>
<b>2020 Total Levy</b>		478.8	550.2	502.4	479.3	527.1	596.9	475.3	515.7
<b>2019 Total Levy</b>		481.0	551.4	504.6	481.5	528.5	609.0	477.5	519.1
<b>Net Change</b>		(2.2)	(1.2)	(2.2)	(2.2)	(1.4)	(12.1)	(2.2)	-3.4
<b>Percentage Change</b>		-0.5%	-0.2%	-0.4%	-0.5%	-0.3%	-2.0%	-0.5%	-0.6%
<b>2020 Tax \$100,000 House</b>		\$ 2,872.80	\$ 3,301.20	\$ 3,014.40	\$ 2,875.80	\$ 3,162.60	\$ 3,581.40	\$ 2,851.80	\$ 3,094.29
<b>Less, Local Option Sales Tax</b>		\$ (142.80)	\$ (344.80)	\$ (142.80)	\$ (142.80)	\$ (247.80)	\$ (612.80)	\$ (142.80)	\$ (253.80)
<b>2020 Net Taxes</b>		\$ 2,730.00	\$ 2,956.40	\$ 2,871.60	\$ 2,733.00	\$ 2,914.80	\$ 2,968.60	\$ 2,709.00	\$ 2,840.49
<b>2019 Tax \$100,000 House</b>		\$ 2,744.00	\$ 2,964.40	\$ 2,885.60	\$ 2,747.00	\$ 2,926.00	\$ 2,969.00	\$ 2,723.00	\$ 2,851.29
<b>Tax Increase (Decrease)</b>		\$ (14.00)	\$ (8.00)	\$ (14.00)	\$ (14.00)	\$ (11.20)	\$ (0.40)	\$ (14.00)	\$ (10.80)
<b>Percentage Change</b>		-0.5%	-0.3%	-0.5%	-0.5%	-0.4%	0.0%	-0.5%	-0.4%
<b>2021 Tax on \$20,000 Auto</b>		\$ 546.00	\$ 591.28	\$ 574.32	\$ 546.60	\$ 582.96	\$ 593.72	\$ 541.80	\$ 568.10
<b>2020 Tax on \$20,000 Auto</b>		\$ 548.80	\$ 592.88	\$ 577.12	\$ 549.40	\$ 585.20	\$ 593.80	\$ 544.60	\$ 570.26
<b>Tax Increase (Decrease)</b>		\$ (2.80)	\$ (1.60)	\$ (2.80)	\$ (2.80)	\$ (2.24)	\$ (0.08)	\$ (2.80)	\$ (2.16)
<b>Percentage Change</b>		-0.5%	-0.3%	-0.5%	-0.5%	-0.4%	0.0%	-0.5%	-0.4%

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  
2020 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied  
Budget Amendment**

**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>2WL</u>	<u>DISTRICT</u> <u>AVERAGE</u>
<b>2020 Total Levy</b>		584.0	655.4	580.5	584.5	632.3	577.1	603.0	602.4
<b>2019 Total Levy</b>		586.2	656.6	582.7	586.7	633.7	579.3	605.2	604.3
<b>Net Change</b>		(2.2)	(1.2)	(2.2)	(2.2)	(1.4)	(2.2)	(2.2)	-1.9
<b>Percentage Change</b>		-0.4%	-0.2%	-0.4%	-0.4%	-0.2%	-0.4%	-0.4%	-0.3%
<b>2020 Tax \$100,000 House</b>	\$	3,504.00	\$ 3,932.40	\$ 3,483.00	\$ 3,507.00	\$ 3,793.80	\$ 3,462.60	\$ 3,618.00	\$ 3,614.40
<b>Less, Local Option Sales Tax</b>	\$	(142.80)	\$ (344.80)	\$ (142.80)	\$ (142.80)	\$ (247.80)	\$ (142.80)	\$ (142.80)	\$ (186.66)
<b>2020 Net Taxes</b>	\$	3,361.20	\$ 3,587.60	\$ 3,340.20	\$ 3,364.20	\$ 3,546.00	\$ 3,319.80	\$ 3,475.20	\$ 3,427.74
<b>2019 Tax \$100,000 House</b>	\$	3,375.20	\$ 3,595.60	\$ 3,354.20	\$ 3,378.20	\$ 3,557.20	\$ 3,333.80	\$ 3,489.20	\$ 3,440.49
<b>Tax Increase (Decrease)</b>	\$	(14.00)	\$ (8.00)	\$ (14.00)	\$ (14.00)	\$ (11.20)	\$ (14.00)	\$ (14.00)	\$ (12.74)
<b>Percentage Change</b>		-0.4%	-0.2%	-0.4%	-0.4%	-0.3%	-0.4%	-0.4%	-0.4%
<b>2021 Tax on \$20,000 Auto</b>	\$	672.24	\$ 717.52	\$ 668.04	\$ 672.84	\$ 709.20	\$ 663.96	\$ 695.04	\$ 685.55
<b>2020 Tax on \$20,000 Auto</b>	\$	675.04	\$ 719.12	\$ 670.84	\$ 675.64	\$ 711.44	\$ 666.76	\$ 697.84	\$ 688.10
<b>Tax Increase (Decrease)</b>	\$	(2.80)	\$ (1.60)	\$ (2.80)	\$ (2.80)	\$ (2.24)	\$ (2.80)	\$ (2.80)	\$ (2.55)
<b>Percentage Change</b>		-0.4%	-0.2%	-0.4%	-0.4%	-0.3%	-0.4%	-0.4%	-0.4%

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	2WL	Windsor Lake

**RICHLAND COUNTY  
2020 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>
<b>2020 Total Levy</b>		541.2	462.4	466.3	490.0	536.0
<b>2019 Total Levy</b>		553.2	475.4	479.3	502.6	542.0
<b>Net Change</b>		(12.0)	(13.0)	(13.0)	-12.7	-6.0
<b>Percentage Change</b>		-2.2%	-2.7%	-2.7%	-2.5%	-1.2%
<b>2020 Tax \$100,000 House</b>	\$	3,247.20	\$ 2,774.40	\$ 2,797.80	\$ 2,939.80	\$ 3,216.16
<b>Less, Local Option Sales Tax</b>	\$	(344.80)	\$ (142.80)	\$ (142.80)	\$ (210.13)	\$ (216.86)
<b>2020 Net Taxes</b>	\$	2,902.40	\$ 2,631.60	\$ 2,655.00	\$ 2,729.67	\$ 2,999.30
<b>2019 Tax \$100,000 House</b>	\$	2,975.20	\$ 2,710.40	\$ 2,733.80	\$ 2,806.47	\$ 3,032.75
<b>Tax Increase (Decrease)</b>	\$	(72.80)	\$ (78.80)	\$ (78.80)	\$ (76.80)	\$ (33.45)
<b>Percentage Change</b>		-2.4%	-2.9%	-2.9%	-2.7%	-1.2%
<b>2021 Tax on \$20,000 Auto</b>	\$	580.48	\$ 526.32	\$ 531.00	\$ 545.93	\$ 599.86
<b>2020 Tax on \$20,000 Auto</b>	\$	595.04	\$ 542.08	\$ 546.76	\$ 561.29	\$ 606.55
<b>Tax Increase (Decrease)</b>	\$	(14.56)	\$ (15.76)	\$ (15.76)	\$ (15.36)	\$ (6.69)
<b>Percentage Change</b>		-2.4%	-2.9%	-2.9%	-2.7%	-1.2%

6CC City of Columbia  
6TI Town of Irmo  
6UD Upper Dutch Fork

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing deed to the City of Columbia for Clemson Road Widening 12" water line relocation; Richland County TMS#s 25700 and 25800 (portion)

**Notes:**

First Reading: July 28, 2020

Second Reading: September 15, 2020

Third Reading: October 6, 2020 {Tentative}

Public Hearing: September 15, 2020

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Michael Niermeier, Director

**Department:** Transportation

**Date Prepared:** July 20, 2020

**Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 22, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	July 21, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 21, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Clemson Rd. Widening Waterline Deeds		

**Recommended Action:**

Staff recommends that Council approve an ordinance transferring ownership of the waterlines to the City of Columbia.

**Motion Requested:**

Move to approve an ordinance transferring ownership of the waterlines to the City of Columbia.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

There is no additional fiscal impact for the execution of this deed.

**Motion of Origin:**

There is no associated Council motion of origin.

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

**Discussion:**

As part of the Clemson Rd. Widening Project, the contractor has installed new waterlines along a portion of the roadway. Because Richland County managed the design and now construction of the project, the new waterlines are considered County property. The City requires that these waterlines be deeded over to them so that they can abandon the old waterlines and begin use of the new lines.

The City of Columbia's Legal Department drafted the deed, and it has been reviewed and approved by the County Attorney's Office. The execution of this deed will require an ordinance amendment and three readings.

**Attachments:**

1. Waterline deed prepared by the City of Columbia
2. Draft ordinance

STATE OF SOUTH CAROLINA ) DEED TO WATER LINES FOR CLEMSON  
COUNTY OF RICHLAND ) ROAD WIDENING 12" WATER LINE  
RELOCATION; RICHLAND COUNTY TMS  
#25700 AND 25800; CF #346-15

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") of 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 rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6", 8" and 12" 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 and more clearly shown on City File #346-15.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #346-15, which is incorporated herein by specific reference thereto.

A 12" water line beginning at a 12"x12" tapping sleeve and 12" valve and tie to an existing 12" City of Columbia water line (12" Water Main Extension along Clemson Road and 8" Water Main Extension along Chimneyridge Drive; CF #220-371) located in the outer perimeter of the southwestern right-of-way of Clemson Road (SCDOT; S-40-52), twenty-two and four tenths (22.4) feet southeast of the northern property corner of Richland County TMS #25700-02-01, n/f Peach Farm Limited Partnership (reference being made to the portion of parcel along the western side of Clemson Road); thence extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of one and one tenth (1.1) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, nineteen and one tenth (19.1) feet southeast of the said northern property corner of TMS #25700-02-01; thence turning and extending therefrom in a northwesterly/more northerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of one and seven tenths (1.7) feet to joined 45° and 11.25° bends, located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifteen and five tenths (15.5) feet southeast of the said northern property corner of TMS #25700-02-01; thence turning and extending therefrom in a northeasterly/more northerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of eleven and five tenths (11.5) feet to joined 22.5° and 45° vertical bends, located in the outer perimeter of the southwestern right-of-way of Clemson Road, thirteen and nine tenths (13.9) feet northeast of the said northern property corner of TMS #25700-02-01; thence turning and extending therefrom in a northeasterly direction crossing Clemson Road, for a distance of eighty-three and nine tenths (83.9) feet to a 45° bend, located in the outer perimeter of the northeastern right-of-way of Clemson Road, forty-five and nine tenths (45.9) feet northwest of the southwestern/westernmost property corner of Richland County TMS #25700-04-02, n/f Naromi, LP; thence turning and extending therefrom in a northerly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of one

APPROVED AS TO FORM



9/22/20

Legal Department City of Columbia, SC

and six tenths (1.6) feet to a 45° bend, located in the outer perimeter of the of the northeastern right-of-way of Clemson Road, forty-eight and one tenth (48.1) feet northwest of the southwestern/westernmost property corner of said TMS #25700-04-02; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road and generally parallel to Richland County TMS #25700-04-02, 07, 05, 08, 01, 25800-04-01, 25700-04-03, 04, 25800-04-01, 15, 17 and 21, for a distance of four thousand three hundred seventy-six (4376) feet to joined 45° and 45° bends, located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred five and nine tenths (105.9) tenths (105.9) feet southeast of the westernmost property corner of Richland County TMS #25800-04-21, n/f Jordan; thence turning and extending therefrom in a southwesterly direction crossing Clemson Road, for distance of eighty-six and two tenths (86.2) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred forty and five tenths (140.5) feet southeast of the northeastern property corner of Richland County TMS #25800-07-14, n/f C&L Investments, LLC; thence turning and extending therefrom in a northwesterly/more westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of three (3) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred thirty-six and two tenths (136.2) feet southeast of the northeastern property corner of said TMS #25800-07-14; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road and generally parallel to TMS #25800-04-01 and 25800-07-14, for a distance of one hundred fifty-seven and seven tenths (157.7) feet to a joined 45° and 45° bends, located in the outer perimeter of the of the southwestern right-of-way of Clemson Road, thirty-seven and three tenths (37.3) feet north of the northeastern property corner of said TMS #25800-07-14; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southwestern right-of-way of Clemson road, for a distance of four and eight tenths (4.8) feet to a 45° vertical bend and 12"x12" tapping sleeve tied to an existing 12" City of Columbia water line (Richland Northeast Industrial Park; CF #109-16), located in the outer perimeter of the of the southwestern right-of-way of Clemson Road, forty-five and nine tenths (45.9) feet northernmost of the northeastern property corner of said TMS #25800-07-14; thence terminating.

**Also,** a 6" water line beginning at a 12"x6" tapping sleeve and 6" valve and tie to an existing 12" City of Columbia water line (12" Water Main Extension along Clemson Road and 8" Water Main Extension along Chimneyridge Drive; CF #220-371) located in the outer perimeter of the southwestern right-of-way of Clemson Road (SCDOT; S-40-52) approximately thirty-four (34) feet southeast of the said northern property corner of Richland County TMS #25700-02-01; thence extending therefrom in a southeasterly/more easterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of one and three tenths (1.3) feet to a fire hydrant, located in the outer perimeter of the southwestern right-of-way of Clemson Road approximately thirty-two (32) feet southeast of the said northern property corner of said TMS #25700-02-01; thence terminating.

**Also,** a 6" water line beginning at a 12"x12"x6" tee and tie to the aforescribed 12" water line located in the southwestern right-of-way of Clemson Road, seventeen and three tenths (17.3) feet northeast of the said northern property corner of Richland County TMS #25700-02-01; thence extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road generally parallel to Richland County TMS #25700-03-06, n/f Prime Clemson Storage, LLC, for a distance of eighty-nine and two tenths (89.2) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifty-eight and eight tenths (58.8) feet southeast of the eastern property corner of Richland County TMS #25700-03-03, n/f Gracelife Church; thence turning and extending therefrom in a northwesterly/more westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of two and three tenths (2.3) feet to a 45° bend, located in the outer

perimeter of the southwestern right-of-way of Clemson Road, fifty-five and six tenths (55.6) feet southeast of the eastern property corner of said TMS #25700-03-03; thence turning and extending therefrom in a northwesterly/more northerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of two and two tenths (2.2) feet to a 6"x6" tapping sleeve and 6" valve and tie to an existing 6" City of Columbia water line (Storage-R-U; CF #256-02), located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifty-two and seven (52.7) feet southeast of the eastern property corner of said TMS #25700-03-03; thence terminating.

**Also,** a 12" water line beginning at a 12"x12" tee and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, ninety-four and seven tenths (94.7) feet northwest of the southernmost property corner of Richland County TMS #25700-04-05, n/f Park Holding Company, LLC; thence extending therefrom in a northeasterly direction along the driveway area of said TMS #25700-04-05, for a distance of fifty-three and seven tenths (53.7) feet to a 45° bend, located in said driveway of said TMS #25700-04-05 approximately one hundred one (101) feet northwest of the southernmost property corner of said TMS #25700-04-05; thence turning and extending therefrom in a northerly direction along said driveway area, for a distance of three and one tenths (3.1) feet to a 45° bend, located in said driveway area approximately one hundred four (104) feet north of the southernmost property corner of said TMS #25700-04-05; thence turning and extending therefrom in a northwesterly direction crossing said driveway area, for a distance of four and five tenths (4.5) feet to a 12"x12" tapping sleeve and 12" valve and tie to an existing 12" City of Columbia water line (Kraemer Medical Office; CF #336-05), located at the southernmost property corner of TMS #25700-04-08, n/f Cohn & Cohn, Inc., LLC, approximately one hundred seven (107) feet northwest of the southern property corner of said TMS #25700-04-05; thence terminating.

**Also,** an 8" water line beginning at a 12"x8" tapping sleeve and 8" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred sixty-four and one tenth (164.1) feet northwest of the southernmost property corner of Richland County TMS #25700-04-01, n/f Clemson University; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of seventy-two and nine tenths (72.9) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road approximately one hundred ninety-five (195) feet northwest of the southernmost property corner of said TMS #25700-04-01; thence turning and extending therefrom in a westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of four and six tenths (4.6) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, two hundred seven and nine tenths (207.9) feet northwest of the southernmost property corner of said TMS #25700-04-01; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of three and two tenths (3.2) feet to an 8"x8" tapping sleeve and valve and tie to an existing 8" City of Columbia water line (Royal Pines Water Project, Phase 2; CF #229-25), located in the outer perimeter of the southwestern right-of-way of Clemson Road approximately two hundred ten (210) feet northwest of the southernmost property corner of said TMS #25700-04-01; thence terminating.

**Also,** a 6" water line beginning at a 12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, two hundred twenty-eight and four tenths (228.4) feet northwest of the northern property corner of Richland County TMS #25700-03-03, n/f Gracelife Church; thence extending therefrom in a northeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road and said TMS #25700-04-01, for a distance of seventeen (17) feet to a 6"x6" tee and 6" valve and 6" solid sleeve and tie to an existing 6" City of Columbia water line (Animal Diagnostic Laboratory Building; CF



#187-14D), located in the outer perimeter of the northeast right-of-way of Clemson Road, two hundred thirty-eight and one tenth (238.1) feet northwest of the northern property corner of said TMS #25700-03-03; thence terminating.

**Also**, an 8" water line beginning at a 12"x8" tapping sleeve and 8" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, two hundred fifty-five and two tenths (255.2) feet southeast of the western property corner of Richland County TMS #25700-04-01, n/f Clemson University; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of eighty-four and eight tenths (84.8) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifteen and three tenths (15.3) feet southeast of the northern property corner of Richland County TMS #25700-03-02, n/f Gracelife Church; thence turning and extending therefrom in a westerly direction crossing the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of six tenths (0.6) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, thirteen and six tenths (13.6) feet southeast of the northern property corner of said TMS #25700-03-02; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road and generally parallel to said TMS #25700-03-02, for a distance of two and six tenths (2.6) feet to an 8"x8" tapping sleeve and 8" valve and tie to an existing 8" City of Columbia water line (Escue Warehouse Company; CF #187-14A), located in the outer perimeter of the southwestern right-of-way of Clemson Road, eight and eight tenths (8.8) feet southeast of the northern property corner of said TMS #25700-03-02; thence terminating.

**Also**, a 12" water line beginning at a 12"x12" tee and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, seventy-four and five tenths (74.5) feet northwest of the western property corner of Richland County TMS #25700-04-01, n/f Clemson University; thence extending therefrom in a northeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of three and nine tenths (3.9) feet to a 45° bend, located in the outer perimeter of the northeastern right-of-way of Clemson Road, seventy-three and three tenths (73.3) feet northwest of the western property corner of said TMS #25700-04-01; thence turning and extending therefrom in a northerly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of eight tenths (0.8) feet to a 12"x12" tapping sleeve and 12" valve and tie to an existing 12" City of Columbia water line (Brown Motor Works; CF #320-17), located in the outer perimeter of the northeastern right-of-way of Clemson Road, seventy-five and nine tenths (75.9) feet northwest of the western property corner of said TMS #25700-04-01; thence terminating.

**Also**, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road one hundred two and five tenths (102.5) feet northeast of the easternmost property corner of Richland County TMS #25700-03-07, n/f 330 Main Equities, LLC et.al.; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of ninety and eight tenths (90.8) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, eight and six tenths (8.6) feet northeast of the easternmost property corner of said TMS #25700-03-07; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of thirteen and three tenths (13.3) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, twenty and four tenths (20.4) feet northwest of the easternmost property corner of said TMS #25700-03-07; thence turning and extending therefrom in a northeasterly direction crossing the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of three (3) feet to a 6"x6" tapping sleeve and 6" valve and tie to an existing 6" City of Columbia water line (Forum

Development II; CF #276-07A), located in the outer perimeter of the southwestern right-of-way of Clemson Road, twenty-four and one tenth (24.1) feet northwest of the easternmost property corner of said TMS #25700-03-07; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred fifty-three and one tenth (153.1) feet southwest of the westernmost property corner of Richland County TMS #25700-04-03, n/f P. Keith Huggins Investments, LLC; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of seventy-three and eight tenths (73.8) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, two hundred thirty-four (234) feet southwest of the westernmost property corner of said TMS #25700-04-03; thence turning and extending therefrom in a westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of five and one tenth (5.1) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, two hundred thirty-eight and seven tenths (238.7) feet southwest of the westernmost property corner of said TMS #25700-04-03; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of ten (10) feet to a 6"x6" tapping sleeve and 6" valve and tie to an existing 6" City of Columbia water line (Forum Development II; CF #276-07A), two hundred forty and five tenths (240.5) feet southwest of the westernmost property corner of said TMS #25700-04-03; thence terminating.

Also, an 8" water line beginning at a 12"x12"x8" tee and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, twenty and six tenths (20.6) feet south of the southeasternmost property corner of Richland County TMS #25800-04-15, n/f Holley; thence extending therefrom in a northeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of eight and nine tenths (8.9) feet to a 45° bend, located in the outer perimeter of the northeastern right-of-way of Clemson Road, eleven and five tenths (11.5) feet southeast of the southeasternmost property corner of said TMS #25800-04-15; thence turning and extending therefrom in an easterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of one and nine tenths (1.9) feet to joined 45° and 11.25° bends, located in the outer perimeter of the northeastern right-of-way of Clemson Road, twelve and five tenths (12.5) feet southeast of the southeasternmost property corner of said TMS #25800-04-15; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of seven and two tenths (7.2) feet to an 8"x8" tapping sleeve and 8" valve and tie to an existing 8" City of Columbia water line (Richland Northeast Industrial Park; CF #187-14B), located in the outer perimeter of the northeastern right-of-way of Clemson Road, twenty-one and nine tenths (21.9) feet southeast of the southeasternmost property corner of said TMS #25800-04-15; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road one hundred thirty-two and nine tenths (132.9) feet northeast of the eastern property corner of Richland County TMS #25800-07-09, n/f Hancock Clemson, LLC; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of eighty-nine and five tenths (89.5) feet to a fire hydrant, located in the outer perimeter of the southwestern right-of-way of Clemson Road, ninety and seven tenths (90.7) feet southeast of the eastern property corner of said TMS #25800-07-09; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred seventy-six and four tenths (176.4) feet north of the northwestern property corner of Richland County TMS #25800-07-09, n/f Hancock Clemson, LLC; thence extending therefrom in a southwesterly direction along Clemson Road, for a distance of ninety and two tenths (90.2) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred thirty-seven and nine tenths (137.9) feet northwest of the northwestern property corner of said TMS #25800-07-09; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of twenty-one (21) feet to a 6"x6" tapping sleeve and valve and tie to an existing 6" City of Columbia water line (EPC Clemson Rd; CF #312-24), located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred sixty and seven tenths (160.7) feet northwest of the northernmost building corner on said TMS #25800-07-09; thence terminating.

Be all measurements a little more or less.

During work on the Clemson Road Widening Project and only specifically in connection with such work, 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 solely out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the Project's 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 paragraph creates no third-party liability and is null and void upon completion of the Clemson Road Widening Project.

These water lines are more clearly delineated on a set of record drawings for Clemson Road Widening 12" Water Line Relocation, in Richland County and near the City of Columbia, South Carolina, dated May 5, 2020, last revised May 21, 2020, prepared for Richland County, prepared by Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC, Ryan Todd Carwell, S.C.P.E. 34442, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #346-15.

HMG

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_ day \_\_\_\_\_, 2020.

**WITNESSES:**

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> Witness Signature)

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

\_\_\_\_\_  
(2<sup>nd</sup> Witness Signature)

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_  
(Name & Title of Officer)

of \_\_\_\_\_ on behalf of the within named Grantor.  
(City & State)

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(State)

My Commission Expires: \_\_\_\_\_  
(Date)

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 Clemson Road Widening with Richland County as Grantor and the City of Columbia, as Grantee this \_\_\_\_ day of \_\_\_\_\_, 2020.  
State Bar Number: \_\_\_\_\_

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

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

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA  
FOR CLEMSON ROAD WIDENING 12” WATER LINE RELOCATION;  
RICHLAND COUNTY TMS#s 25700 AND 25800 (PORTION).

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 THE CITY OF COLUMBIA FOR CLEMSON ROAD WIDENING 12” WATER LINE RELOCATION; RICHLAND COUNTY TMS#s 25700 AND 25800 (PORTION); CF#346-15, 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: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Interim Clerk of Council

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

## Richland County Council Request for Action

**Subject:**

Authorizing the issuance of General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$30,000,000, for the purpose of acquiring, constructing, equipping, rehabilitating and improving various capital projects; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

**Notes:**

First Reading: September 15, 2020  
Second Reading: October 6, 2020 {Tentative}  
Third Reading: October 20, 2020 {Tentative}  
Public Hearing: October 20, 2020

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$30,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, REHABILITATING AND IMPROVING VARIOUS CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: [ ], 2020**

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ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$30,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, REHABILITATING AND IMPROVING VARIOUS CAPITAL PROJECTS; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

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

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended (collectively, “County Bond Act”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) The County has determined that it is in the best interest of the County to acquire, construct, equip, rehabilitate and improve certain capital projects and assets in the County (“Capital Projects”), as more particularly described on Schedule I.

(c) The assessed valuation of all property in the County as of ~~June 30~~, 2020 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than ~~\$1,748,387,340~~. Eight percent of this assessed value is ~~\$139,870,987~~ (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$33,165,000 of general obligation indebtedness which count against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is ~~\$1,06,705,987~~, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum.

(d) The County desires to fund the Capital Projects through the issuance and sale of its general obligation bonds pursuant to the County Bond Act in an amount not to exceed \$30,000,000.

**SECTION 2. Authorization and Details of the Bonds.** Pursuant to the County Bond Act, the County is authorized to issue not exceeding \$30,000,000 in general obligation bonds of the County to be designated “General Obligation Bonds of Richland County, South Carolina” (“Bonds”) for the purposes of funding the Capital Projects and paying the costs of issuing the Bonds. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County's bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case

of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. Exemption from State Taxation.** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. Sale of Bonds, Form of Notice of Sale.** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. *Authority to Issue Bond Anticipation Notes.*** If the County Administrator or Chair, after consultation with the County's financial advisor or bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended (the "BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer

satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*** The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Capital Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.



**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *Reimbursement from Bond Proceeds.***

(a) This Ordinance is the County's official declaration of intent pursuant to Treasury Regulation §1.150-2 to reimburse the County for expenditures incurred and paid in connection with the Capital Projects on or after the date occurring 60 days prior to the date of adoption of this Ordinance from the proceeds of the Bonds or an authorized BAN ("Expenditures").

(b) The County acknowledges that Expenditures which may be reimbursed are limited to Expenditures which are (i) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treasury Regulation §1.150-2) under general federal income tax principles, or (ii) certain *de minimis* or preliminary expenditures satisfying the requirements of Treasury Regulation §1.150-2(f).

(c) The source of funds for the Expenditures with respect to the Capital Projects will be the County's [general fund or capital projects fund].

(d) The County acknowledges that to be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (i) the date on which the Expenditures were paid, or (ii) the date the Capital Projects are placed in service, but in no event more than three years after the County made the original Expenditures.

**SECTION 25. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 26. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution

of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature page follows]*

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

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Clerk to County Council  
Richland County, South Carolina

READINGS:  
First Reading: September 15, 2020  
Second Reading:  
Public Hearing:  
Third Reading:

## SCHEDULE I

### LIST OF CAPITAL PROJECTS

<a href="#">Phase 5 Sprinkler Upgrade</a>
<a href="#">Dormitory Shower Upgrade</a>
<a href="#">Security Camera Upgrade</a>
<a href="#">Laundry Upgrade</a>
<a href="#">Roadway Repair - Design</a>
<a href="#">Roadway Repair - Construction</a>
<a href="#">Landfill Gas System</a>
<a href="#">Excavator</a>
<a href="#">Security Fencing, Cameras and Gates - Powell Road</a>
<a href="#">Aviation Unit End of Life Cycle Replacements</a>
<a href="#">Security Fencing and Lighting - Region Seven Substation</a>
<a href="#">RCSD Additional Equipment and Vehicles</a>
<a href="#">Coroner Equipment</a>
<a href="#">New Ambulances</a>
<a href="#">Replace EKG Monitor / Defibrillator / Pacers</a>
<a href="#">Replace Recorders</a>
<a href="#">Backup Device Replacement - Disk-based Option</a>
<a href="#">Administration &amp; Health Chiller, Cooling Tower &amp; Rooftop</a>
<a href="#">Security Upgrade Project</a>
<a href="#">Township Parking Lot</a>
<a href="#">Countywide Orthoimagery (flight)</a>
<a href="#">Eastover (Magistrate/RCSD Region 8 Substation)</a>
<a href="#">CAMA System</a>

**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2020

No. R-[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the

Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2020 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

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

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the

option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed  
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

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

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council



**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2020

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

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_ Authorized Officer

\_\_\_\_\_

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

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_ (Cust)

Custodian \_\_\_\_\_ (Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_ (State)

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

**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

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

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

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2020

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County“) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

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

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2020. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the issuance of Fire Protection Service General Obligation Bonds in one or more series, tax-exempt or taxable, in an amount not to exceed \$8,000,000 for the purpose of acquiring and constructing fire stations and acquiring fire protection equipment; authorizing the County Administrator to prescribe the details of the issuance and sale of the bonds and the form and details of the bonds; providing for the disposition of the proceeds of the bonds and the payment of the bonds; and other related matters

**Notes:**

First Reading: September 15, 2020  
Second Reading: October 6, 2020 {Tentative}  
Third Reading: October 20, 2020 {Tentative}  
Public Hearing: October 20, 2020

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**RICHLAND COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. \_\_\_\_\_**

**AUTHORIZING THE ISSUANCE OF FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING FIRE STATIONS AND ACQUIRING FIRE PROTECTION EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: [ ], 2020**

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ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE ISSUANCE OF FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$8,000,000, FOR THE PURPOSE OF ACQUIRING AND CONSTRUCTING FIRE STATIONS AND ACQUIRING FIRE PROTECTION EQUIPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.**

**THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

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

(a) Pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Fire Protection Services Act”), the County previously determined to establish, operate and maintain a system of fire protection in the unincorporated area of the County and in the incorporated limits of the Town of Forest Acres, the Town of Blythewood, and the Town of Eastover and within the Capital View Fire District (collectively, “Service Areas”).

(b) The Fire Protection Services Act authorizes the County to issue general obligation bonds of the County for the purposes of providing funds to (i) purchase and acquire all fire-fighting equipment and the sites of the fire stations necessary to provide an adequate fire protection system and (ii) construct fire stations and such other necessary buildings to house the fire-fighting equipment.

(c) Subject to the limitations of Article X, Section 12 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), the Fire Protection Services Act further authorizes the County to effect the levy and collection of *ad valorem* taxes without limit as to rate or amount upon all taxable property in each Service Area where fire protection services are furnished to effect the payment of principal and interest of all bonds issued pursuant to the Fire Protection Services Act.

(d) The County has determined that it is in the best interest of the County to acquire and construct, certain fire stations within the Service Areas and acquire certain fire protection equipment, as more particularly described on Schedule I (“Fire Projects”), for the purpose of providing an adequate fire protection system in the Service Areas.

~~(e) The assessed valuation of all property in the County as of [June 30], 2020 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$[ ]. Eight percent of this assessed value is \$[ ] (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$33,165,000 of general obligation indebtedness which count against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is \$[ ], which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum.~~



~~(c)~~ The County desires to fund the Fire Projects through the issuance and sale of its general obligation bonds pursuant to the Fire Protection Services Act in an amount not to exceed \$8,000,000.

**SECTION 2. *Authorization and Details of the Bonds.*** Pursuant to the Constitution and the Fire Protection Services Act, the County is authorized to issue not exceeding \$8,000,000 in general obligation bonds of the County to be designated “Fire Protection Service General Obligation Bonds of Richland County, South Carolina” (“Bonds”) for the purposes of funding the Fire Projects and paying the costs of issuing the Bonds. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County’s bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall

be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be

taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. Execution of Bonds.** The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

**SECTION 10. Form of Bonds.** The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

**SECTION 11. Security for Bonds.** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes. Provided, however, that pursuant to Section 4-19-140 of the Fire Protection Services Act, there shall be levied and collected annually service charges, assessments or *ad valorem* taxes upon all taxable property in the Service Areas. The Bonds are the primary obligation of the Service Areas and

revenues from the *ad valorem* tax levied in the Service Areas or from the rates and charges for fire protection services must be available for the payment of debt service on the Bonds (whether or not such revenues have been pledged for that purpose), and must be delivered to the County Treasurer for the payment of such principal and interest and for no other purpose, prior to the occasion when the County Auditor fixes the annual tax levy, an annual *ad valorem* tax to be levied for the payment of the principal and interest on the Bonds may be reduced in each year by the amount of such revenues derived from such taxes levied in the Service Areas or from such rates and charges which are actually in the hands of the County Treasurer at the time the tax for the year is required to be levied.

Only in the event *ad valorem* taxes levied and collected in the Service Areas are insufficient to pay the principal and interest on the Bonds shall the County be obligated to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

**SECTION 12. *Exemption from State Taxation.*** Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. *Sale of Bonds, Form of Notice of Sale.*** The Bonds may be sold as the County Administrator may determine, after public advertisement of their sale in a newspaper of general circulation in the State of South Carolina or in a financial journal published in the city of New York not less than seven days prior to the sale.

**SECTION 14. *Deposit and Application of Bond Proceeds.*** The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

**SECTION 15. *Preliminary and Final Official Statement.*** If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

**SECTION 16. *Defeasance.***

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent, (“Escrow Agent”) shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are

to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 17. Authority to Issue Bond Anticipation Notes.** If the County Administrator or Chair, after consultation with the County's financial advisor or bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended (the "BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

**SECTION 18. Details of Bond Anticipation Notes.** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost,

stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 19. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 20. *Tax and Securities Laws Covenants.***

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.*** The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Fire Projects, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

**SECTION 22. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 23. *Retention of Bond Counsel and Other Professionals.*** The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

**SECTION 24. *Reimbursement from Bond Proceeds.***

(a) This Ordinance is the County’s official declaration of intent pursuant to Treasury Regulation §1.150-2 to reimburse the County for expenditures incurred and paid in connection with the Fire Projects on or after the date occurring 60 days prior to the date of adoption of this Ordinance from the proceeds of the Bonds or an authorized BAN (“Expenditures”).

(b) The County acknowledges that Expenditures which may be reimbursed are limited to Expenditures which are (i) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of “placed in service” under Treasury Regulation §1.150-2) under general federal income tax principles, or (ii) certain *de minimis* or preliminary expenditures satisfying the requirements of Treasury Regulation §1.150-2(f).



(c) The source of funds for the Expenditures with respect to the Fire Project will be the County's [general fund or capital projects fund].

(d) The County acknowledges that to be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (i) the date on which the Expenditures were paid, or (ii) the date the Fire Projects are placed in service, but in no event more than three years after the County made the original Expenditures.

**SECTION 25. *General Repealer.*** All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

**SECTION 26. *No Personal Liability.*** No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

*[Signature page follows]*

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

---

Clerk to County Council  
Richland County, South Carolina

READINGS:  
First Reading: September 15, 2020  
Second Reading:  
Public Hearing:  
Third Reading:

**SCHEDULE I**

**LIST OF FIRE PROJECTS**

[Acquire and Construct New Stations - Ballentine, White Rock, and Bluff Road](#)

[Acquire and Equip a Ladder Truck](#)

**EXHIBIT A**  
**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS  
[TAXABLE/TAX-EXEMPT] SERIES 2020

No. R-[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [ ], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [ ], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the

Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of \_\_\_\_\_,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including the Constitution of the State of South Carolina, 1895, as amended; Chapter 19, Title 4, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [ ], 2020 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, an *ad valorem* tax, without limit, on all taxable property in the Service Areas sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor. The Bonds are the primary obligation of the Service Areas and only in the event the *ad valorem* taxes levied and collected in the Service Areas are insufficient to pay the principal and interest on the Bonds shall the County be obligated to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.]

The Bonds maturing on or prior to \_\_\_\_\_ 1, \_\_\_\_\_, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after \_\_\_\_\_ 1, \_\_\_\_\_, shall be subject to redemption at the option of the County on or after \_\_\_\_\_ 1, \_\_\_\_\_, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed <u>(both dates inclusive)</u>	<u>Redemption Price</u>
---	-------------------------

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

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

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Chair, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**FORM OF CERTIFICATE OF AUTHENTICATION**

Date of Authentication: [], 2020

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

\_\_\_\_\_ as Registrar/Paying Agent

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_

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

TEN COM - as tenants in common  
TEN ENT - as tenants in entireties  
JT TEN - as joint tenants with right of survivorship  
and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_  
(Cust)

Custodian \_\_\_\_\_  
(Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

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



**FORM OF ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security No. or other Identifying Number of Assignee \_\_\_\_\_) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program.

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

**EXHIBIT B**  
**FORM OF BAN**

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
RICHLAND COUNTY  
FIRE PROTECTION SERVICE  
GENERAL OBLIGATION BOND ANTICIPATION NOTE,  
[TAXABLE/TAX-EXEMPT] SERIES 2020

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

\_\_\_\_\_

at the principal office of \_\_\_\_\_, in the City [ ], State of [ ], on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of \_\_%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

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

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ \_\_\_\_\_ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 19, and Ordinance No. [ ] duly adopted by the County Council of the County on [ ], 2020. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Fiscal Year 2021 Victim Assistance Fund annual budget by \$153,456 to amend Richland County Sheriff Budget in the VA Fund

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020 {Tentative}

Third Reading: October 20, 2020 {Tentative}

Public Hearing: October 20, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 VICTIM ASSISTANCE FUND ANNUAL BUDGET BY \$153,456 TO AMEND RICHLAND COUNTY SHERIFF BUDGET IN THE VA FUND

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. That the amount of One Hundred Fifty Three Thousand Four Hundred Fifty Six Dollars (\$153,456) be appropriated to amend the RCSD Victims Assistance Budget using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 Victims Assistance budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$931,021
Increase appropriation:	\$153,456
Total Amended Revenue/Sources Budget	\$1,084,477

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$931,021
Increased Expenditures and Transfers Out:	\$153,456
Total Amended Expenditures/Uses Budget	\$1,084,477

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 upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Council Chair

ATTEST THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:  
Second Reading:

Public Hearing:  
Third Reading:

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$1,092,456 to pay for the annual costs of body work and in-car cameras in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020 {Tentative}

Third Reading: October 20, 2020 {Tentative}

Public Hearing: October 20, 2020

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 GENERAL FUND ANNUAL BUDGET BY \$1,092,456 TO PAY FOR THE ANNUAL COSTS OF BODY WORN AND IN CAR CAMERAS IN THE RICHLAND COUNTY SHERIFFS DEPT GENERAL FUND BUDGET AND TO AMEND THE VICTIMS ASSISTANCE BUDGET

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. That the amount of One Million Ninety Two Thousand Four Hundred Fifty Six Dollars (\$1,092,456) be appropriated to cover cost of the Lease payments for the Body Worn and In Car Cameras and to amend the Victims Assistance Budget using the General Fund Balance. Therefore, the Fiscal Year 2021 General Fund budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$186,701,066
Increase appropriation:	\$1,092,456
Total Amended Revenue/Sources Budget	187,793,522

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$186,701,066
Increased Expenditures and Transfers Out:	\$1,092,456
Total Amended Expenditures/Uses Budget	\$187,793,522

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 upon the approval of Richland County Council.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Council Chair

ATTEST THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



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

## Richland County Council Request for Action

**Subject:**

Richland School District One's Recommendation to Deny Richland County's Request for an Additional \$500,000 Payment for the Southeast Sewer and Water Expansion Project

**Notes:**

September 22, 2020 – The A&F Committee recommended denial of the draft IGA.



**Agenda Briefing**

**Prepared by:** Jani Tariq Hussain, Deputy Director

**Department:** Utilities

**Date Prepared:** August 04, 2020

**Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 16, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 16, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

**Committee** Administration & Finance

**Subject:** Richland School District One’s Inter Governmental Agreement(IGA) to connect to the Southeast Sewer and Water Expansion Service

**Recommended Action:**

Accept drafted IGA to be forwarded to Richland School District One’s for connecting to the Southeast sewer system.

**Motion Requested:**

1. Move to approve as noted above; or,
2. Move to deny.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

Richland County’s cost to build the infrastructure for Richland School District One is \$2,794,693.78 (See attachment 1 cost letter from Joel E. Wood & Associates). The District’s contribution of \$2 million and the South Carolina Department of Health and Environmental Control’s (DHEC) contribution of \$1 million yields a surplus of \$205,306.22 for the District’s portion of the project. However, it is important to note that there could be additional costs realized by Richland County once it drains the three waste water treatment facilities, tests the sludge, and submits a close out plan to DHEC for approval. Should the expenditures for the lagoon close out exceed the surplus amount, Richland County would request payment from the District.

**Motion of Origin:**

There is no associated Council motion of origin.

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

## Discussion:

The Richland School District One would like to connect Gadsden Elementary School, Hopkins Elementary School, and Hopkins Middle School to the Southeast sewer system. This will allow them to close three waste water treatment facilities located at these schools.

Richland County Southeast Sewer and Water Expansion Project is in construction with expected completion date of June 30, 2021. Richland County will be building the infrastructure to the three schools, which includes:

- Installation of the force main to transport the wastewater to the Eastover Waste Water Treatment Facility,
- Installation of pump stations,
- Emergency generators at Gadsden Elementary School and Hopkins Elementary School, and
- The closeout of three lagoons.

Based on meetings between Richland County and the District, the District committed to an initial investment of \$2 million. In subsequent meetings, Richland County requested an additional \$500,000 from the District to cover the expenditures of the project (See attachment 2 letter dated February 7, 2018 from the School District to Councilwoman Joyce Dickerson).

On Wednesday, May 13, 2020, the District e-mailed a letter from Melvin Henry, District's Director of Building Services, to County Administrator Leonardo Brown advising that the District has not approved the request for the additional funding of \$500,000 at this time (See attachment 3 letter from the School District to Administrator Leonardo Brown). Moreover, the District's letter offers various recommendations that they desire to be included in the Intergovernmental Agreement (IGA) between Richland County and the District. It is important to note that an IGA between Richland County and the District has not been finalized or executed at this time. One of the recommendations stated, "...the additional \$500,000 request should not be needed [by Richland County]." Mr. Henry's rationale is that Richland County will be receiving \$423,000 from the DHEC's Clean Water Revolving Fund allocation for a Principal Forgiveness Loan specifically for the Gadsden Elementary School Wastewater Treatment Plant as well as one stand-by emergency pump, valves, fittings, and appurtenances (See attachment 4 Loan Assistance Agreement and Amendment to Loan Assistance between DHEC and Richland County). Moreover, Mr. Henry adds that the Southeast Sewer and Water Expansion Project, "will be funded by revenue bonds to cover all costs..."

Based on DHEC's Loan Assistance Agreement (attachment 4) and the Amendment to Loan Assistance documentation (attachment 5) the County Administration received on April, 1, 2020, the state agency is committing \$1 million to Richland County that is to be specifically used to build the infrastructure at the three schools. In combining DHEC's contribution to the District's \$2 million investment yields \$3 million, which is more than adequate to cover Richland County's expenditures to build the infrastructure and to initiate the process of decommissioning the three lagoons per DHEC's requirements. However, should testing of the sludge at the three lagoons reveal that the sludge is toxic, Richland County must remove and transport the sludge to a landfill, which will be an additional expense to the County in a future fiscal year that is unknown at this time. The additional expense could be absorbed by the project's surplus of \$205,306.22. Any expenditures exceeding the surplus amount to decommission the three lagoons should be directed to the District for payment and reflected in the drafted IGA (attachment 6) as such.

**Attachments:**

1. Joel E. Wood & Associates' Southeast Richland County Sewer Project Cost to Serve Schools
2. Richland School District One's Letter to Councilwoman Joyce Dickerson
3. Richland School District One's Letter to County Administrator Leonardo Brown
4. Loan Assistance Agreement between South Carolina Water Quality Revolving Fund Authority and Richland County
5. Amendment to Loan Assistance No. F1-14-574-20
6. Inter-Governmental Agreement Draft


**JOEL E. WOOD & ASSOCIATES**

PLANNING • ENGINEERING • MANAGEMENT

Main Office

 2160 Filbert Highway  
 York, SC 29745

 P.O. Box 296  
 Clover, SC 29710

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

Kings Mountain,  
 NC

 104 N. Dilling St.  
 Kings Mountain, NC  
 28086

 P.O. Box 296  
 Clover, SC 29710

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

May 26, 2020

 Mr. Tariq Hussain, Acting Director  
 Richland County Department of Utilities  
 7525 Broad River Road  
 Irmo, South Carolina 29063

**REF: SOUTHEAST RICHLAND COUNTY SEWER PROJECT  
 COST TO SERVE SCHOOLS**

Dear Mr. Hussain:

We were asked to review the low bids for the above referenced project and tabulate the cost, as bid by the low bid Contractors, to connect the three schools shown below to the Southeast Richland County Sewer Project. We utilized the low bid price for all the schools with the exception of the Gadsden Elementary School which is part of a regional system; therefore, all flow from that lift station should not be attributed to the Gadsden Elementary School. In order to calculate a fair price for that pump station, we added the cost of the Hopkins Elementary School station and the Hopkins Middle School station together and averaged the two station's cost to get a cost that should be applied to the Gadsden Elementary School station. In addition, we have prepared a Pre-Design Cost Estimate for the cost to close the treatment facilities at the three schools and that cost with the other cost to connect the schools to the collection system are show below.

**Costs to Connect Richland One Schools**

Hopkins Elementary School Pump Station	\$356,761.48
Hopkins Middle School Pump Station	\$298,434.17
Hopkins Schools Emergency Generator (SCDHEC Required)	\$104,656.56
Gadsden Elementary School Pump Station	\$327,597.82
Gadsden Emergency Pump (SCDHEC Required)	<u>\$172,775.95</u>
<b>Sub Total</b>	<b>1,260,225.98</b>

Line Cost Estimate to Tie Pump Stations to System	\$258,530.00
Sub-Total	\$1,518,755.98
5% Project Contingencies	<u>\$75,937.80</u>
<b>Sub-Total</b>	<b>\$1,594,693.78</b>
Lagoon Closeout Cost Estimate	\$1,200,000.00
<b>TOTAL</b>	<b>\$2,794,693.78</b>


Note that the lagoon close out Pre-Design Cost Estimate is subject to change as the exact requirements for closing the lagoons will not be know until the systems can be drained, the sludge tested, and a close out plan is submitted to and approved by the South Carolina Department of Health and Environmental Control.

It is our opinion that the above cost will place the schools on an equal basis with all the other customers that will connect to the system. The cost for the distribution system from the point of connection, for each customer, will be recouped by the monthly usage charge per Residential Equivalent.

I trust this information will assist you in assessing fair and equitable cost to provide service to the three Richland County schools.

Sincerely,

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

A handwritten signature in black ink, appearing to read "Joel E. Wood", written in a cursive style.

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

Cheryl Harris  
Chairwoman

Jamie Devine  
Vice Chairman

Lila Anna Sauls  
Secretary-Treasurer



Dwayne Smiling  
Parliamentarian

Aaron Bishop

Beatrice King

Darrell Black

1616 Richland Street • Columbia • Office: School Board • Fax: (803) 231-7560

February 7, 2018

Joyce Dickerson, Chairwoman  
Richland County Council  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29201

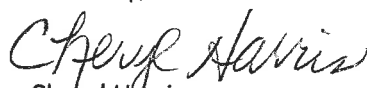
Dear Chairwoman Dickerson,

This correspondence is a follow up to the meeting held yesterday, February 6, 2018 at the county administration building. We want to thank you for your attendance at the productive meeting. To recap our position, know that throughout this process, Richland One has and remains committed to our \$2 million contribution to the original sewer project plan in the lower Richland area that was designed to resolved related sewer issues at the following schools: Hopkins Elementary School, Hopkins Middle School as well as Gadsden Elementary School. In addition, as requested in yesterday's meeting, we will also discuss with the full Richland One Board of Commissioners the request of an additional \$500,000 in support of this project.

Our commitment has been stated at previous meetings with county staff on November 7, 2017 and November 27, 2017, respectively. As such, we look forward to the start of this project, that according to our understanding, the county is attempting to move forward this month.

Again, thank you for your time and consideration of this project for the benefit of the aforementioned schools and greater community.

Sincerely,

  
Cheryl Harris  
Chairwoman

  
Dr. Craig Witherspoon  
Superintendent

- cc: Dalhi Myers, County Council, District 10
- Norman Jackson, County Council, District 11
- ✓ Gerald Seals, Richland County Administrator
- Richland One Board of Commissioners
- Larry Smith, Attorney, Richland County
- Susan Williams, Attorney, Richland One

RICHLAND COUNTY  
ADMINISTRATOR'S OFFICE

2018 FEB 12 AM 11:04

RECEIVED

richlandone.org





**RICHLAND ONE**  
ENGAGE • EDUCATE • EMPOWER

**Building Services**

Dear Mr. Brown,

I am writing as a follow-up to our initial meeting on October 29, 2019 regarding the Southeast Richland County Water and Sewer Improvement Project. Dr. Craig Witherspoon (Superintendent), Ed Carlon (Chief Operations Officer), and I (Melvin Henry, Director of Building Services) met with you to both introduce ourselves and speak about the history and status of the upcoming project. Since you were new to the County at the time of our meeting, I offered to provide some background information to you regarding our continued commitment to the project. The background information is attached.

Richland County Utilities has informed me that bids have been received, contracts awarded, and construction is commencing. This is great news! Mr. Hussain has advised that a mutually agreed upon IGA is needed at this time. A draft IGA was initially discussed between Mr. Hussain and me in last year. Minor adjustments were made and a revised draft forwarded for my review. This draft document is now under review by administration.

As information, based on the information and history provided, I will be recommending that the following items be reflected in the IGA:

- The District has committed financial support for the project on multiple occasions. Specifically, 2 million dollars was allocated years ago for assistance. The County then requested an additional \$500,000, which has not been approved by R1 at this time. All financial support was based upon an assumption that the project would be funded by grants, loans, and other agency allocations, which may not cover the entire cost of the much needed project. We now understand that 1) the County may be able to access the original \$423,000 DHEC Clean Water State Revolving Fund allocation for a Principal Forgiveness Loan that was made available for the Gadsden Lift Station project, and that 2) the project will be funded by revenue bonds to cover all costs; therefore, the additional \$500,000 request should not be needed.
- The District will pay standard monthly sewer fees as approved by the County (monthly County sewer fees from the District commenced on Jan 1, 2020 for our Lower Richland area sites). No other connection or other fees will be assessed.

**201 Park Street • Columbia, SC 29201 • (803) 231-7015 • Fax (803) 231-7066**

- The District will provide sufficient land to the County (50' x 50' tract of land) for construction of (3) sewer lift stations, as well as easements associated with access to each station.
  
- The County will tie-in, install and maintain sewer lift stations at all sites as well as completely closeout all (3) waste treatment sites per DHEC requirements.

We are available at your convenience to further discuss our partnership in this matter.

Sincerely,



Melvin Henry  
Director of Building Services

attachment

cc: Dr. Craig Witherspoon, Superintendent  
Ed Carlon, Chief Operations Office

z: maint mgmt/sewer project file

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## Richland County School District One Sewer Project Information

Date	Description	Comments
11/21/2014	Letter provided to Richland County Utilities (RCU) from Richland One (R1) Operations confirming our intent to partner on the LRSS plan	From Melvin Henry (MH) and Ed Carlon (EC) to Raymond Peterson
3/25/2015	Updated letter received from RCU Raymond Peterson advising that RCC had approved to proceed with project	To be operational by Spring 2016
5/14/2015	Letter to RCC regarding MH's attendance and comments at the 5/5/2015 RCC Meeting. It was requested that RCC allow RCU to proceed with SRF funding from DHEC for Gadsden force main project	
5/15/2015	Consent Orders issued for all sites by DHEC	Consent orders and fines totaling \$17,400
6/24/2015	RCU submitted SRF application for Gadsden tie-in project	
6/25/2015	R1 submitted letter to SRF for Gadsden tie-in project	
8/12/2015	Meeting with MH and RCU (Sparty, Dan Purini, Joel Wood Engineering, MH, EC)	R1 was advised that RCU would move forward with project
2/22/2016	Public Meeting on LRSP at Hopkins Park	
3/16/2016	Public Meeting at Gadsden Elementary School regarding sewer tie-in project	
5/10/2016	RCU forwarded proposed IGA to R1 for preliminary review before taking to RC legal dept	Email provided by Sandra Dickerson
5/13/2016	DHEC Construction Permit requested by RCU....followed by 6 month delay due to in challenges/appeals by community group	
5/25/2016	Meeting with RCU to review progress of LRSP. Present were SKhan, J Wood Engr, Amos, Raguliano.	Discussed need for Corp of Engr approval, acquisition of (5) land parcels which would be presented in RCC Exec Session, and flood at Zeigler Road near Eastover which would require boring underneath to run pipe.
11/7/2017	New "Southeast" sewer system map reviewed.	
2/6/2018	Meeting with Chairwomen Dickerson to review request from RCU regarding additional funding needed for the Southeast system. Present were JDickerson, DMyers, GSeals, Sandra Yudice, Shahid Kahn, Norman Jackson, CHarris, CWitherspoon, ECarlon, MHenry	Chairwomen Dickerson "mediated" between RCU and R1 regarding the 4 million request from Mr Seals. R1 commented that 2 million had been set aside for our needs. Ms Dickerson asked if 2.5 million would be acceptable to both parties. Conditions were discussed (including immediate transfer of ownership to RCU, closeout by RCU, no tap fees, etc...) R1 agreed to review with Board Members and provide a response.
2/7/2018	Letter from Richland One Supt Witherspoon and Board Chairwoman Harris to RCC Chairwoman Dickerson	Affirming 2 million dollar commitment. Additional \$500,000 to be discussed at later date
9/21/2018	Letter from Richland One Supt Witherspoon and Board Chairwoman Harris to RCC Chairwoman Dickerson detailing R1's previous and future commitment to the successful completion of the project	2 million committed, \$500,000 to be reviewed if needed. RCU to take ownership of all (3) sites upon implementation, no tap fees assessed to R1, RCU to pursue the DHEC funding (\$423,000) for Gadsden.

**LOAN ASSISTANCE AGREEMENT**

between

**SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY**

and

**RICHLAND COUNTY**

Dated

June 10, 2014

relating to

Lower Richland Sewer System – Phase 1

South Carolina Water Pollution Control Revolving Fund

FY 2012 Federal Capitalization Grant

Loan Assistance Number: F1-12-574-20

No. 1 of Two Executed Original Counterparts

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ATTACHMENT #1 Davis-Bacon Wage Rates Required Under Federal Appropriations Act

LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the 10<sup>th</sup> day of June, 2014, (the "**Effective Date**") between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "**Authority**"), and RICHLAND COUNTY, a political subdivision of the State of South Carolina (the "**Project Sponsor**").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "**Act**") to administer the South Carolina Water Pollution Control Revolving Fund (the "**Fund**") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the Department of Health and Environmental Control (the "**Department**") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Fiscal Year 2012 Federal Appropriations Act ("**Public Law 112-74**") requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and

WHEREAS, the Act, as amended May 28, 2010, authorizes the Authority to fully implement all requirements of Public Law 112-74 for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "**Project**"), which Project will be part of the Project Sponsor's sewer system (the "**System**"); and

WHEREAS, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

## LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from Public Law 112-74 appropriations granted to the State of South Carolina (the "*State*") for the Fund subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the "*Loan Assistance*"), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.
2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.
3. Disbursements.
  - (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.
  - (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.
  - (c) The Authority will exert its best efforts to mail its check within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.
  - (d) All disbursements shall be provided by the Authority in the form of a check mailed to the Project Sponsor.
  - (e) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.
4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.
- (a) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)
    - (i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan Assistance funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.
    - (ii) The Project Sponsor shall not be debarred for noncompliance with Federal Law and shall not award contracts to any firm that has been debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.
    - (iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.
    - (iv) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).
    - (v) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.
    - (vi) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
  - (b) Davis-Bacon and Related Acts, as required by Public Law 112-74, certifying that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts. See Attachment #1 herein.
  - (c) All applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.
  - (d) Guidance Packages for: (i) Bidding and Award of Construction Contracts; (ii) Federal Requirements for the SRF Program; and (iii) Construction Contracts in the SRF Program.
  - (e) "American Iron and Steel" provisions, as set forth in the 2014 Appropriations Act (PL 113-76, Section 426) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.



6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.
7. Contract Award, Construction Inspection and Completion.
  - (a) The Project Sponsor shall not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.
  - (b) The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms to the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.
  - (c) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.
  - (d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.
8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).
9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.
10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, Davis-Bacon certifications and associated support documentation, certified payroll records, procurement records, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.
11. Accounting and Auditing.
  - (a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).
  - (b) Within nine (9) months after the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Department's Office of Internal Audits at 2600 Bull Street, Columbia, South Carolina, 29201, an annual financial audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto. An audit, as required by OMB Circular No.

A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.
13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation, under construction, or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.
14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts or engineering agreements affecting the Project and its operation.
15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project. The Project Sponsor agrees that no date reflected in this Agreement, or in the Project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.
16. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or construction.
17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.
18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.
19. Complete Agreement. This Agreement contains Appendices "A", "B", "C" and "D", Attachment # 1, and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.
20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

Richland County  
Utilities Department  
7525 Broad River Road  
Irmo, South Carolina 29063

Attention: Director of Utilities

If to the Authority:

South Carolina Water Quality Revolving Fund  
Authority  
c/o Office of Local Government - SRF  
South Carolina Budget and Control Board  
1200 Senate Street  
453 Wade Hampton Building  
Columbia, South Carolina 29201


Attention: Patricia A. Comp

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.


IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

RICHLAND COUNTY


(SEAL)

By:   
Name: NORMAN JACKSON  
Title: CHAIR

Attest:

  
Its Deputy Clk. of Council

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By:   
Ashlie Lancaster, Interim Director,  
Office of Local Government,  
South Carolina Budget and Control Board

SCOPE OF WORK

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-12-574-20

Project consists of Lower Richland County Sewer System Project – Phase 1. Phase 1 consists of providing sewer service to the Lower Richland County area encompassing the Hopkins Community, Franklin Park Subdivision, Hopkins Middle School, Hopkins Elementary School, Garners Ferry Road Corridor, Manchester Farms, and McEntire Joint National Guard Base. Infrastructure improvements to consist of approximately 23,000 linear feet (LF) of gravity sewer lines, approximately 76 manholes, five (5) new sewer pump stations, one (1) existing sewer pump station upgrade, approximately 95,000 LF of sewer force main, and all necessary appurtenances. The Project will create a new sewer system that collects and conveys wastewater from the Lower Richland County area to the Richland County Wateree River Waste Water Treatment Facility (NPDES # SC0047911).

PROJECT BUDGET

Project Sponsor: Richland County  
 Project Name: Lower Richland Sewer System – Phase 1  
 Loan Assistance Number: F1-12-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>RD GRANT &amp; LOAN</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL PROJECT COSTS</u>
Legal and Appraisal Fees		\$25,000		\$25,000
Planning and Design Engineering		587,900		587,900
Land & Rights-of-Way		92,000		92,000
Construction	577,000	8,904,700		9,481,700
Construction Contingency		948,200		948,200
Construction Inspection and Engineering		275,000		275,000
City of Columbia Fees		804,000	41,600	845,600
RD Debt Service 24 Months	_____	_____	<u>682,300</u>	<u>682,300</u>
TOTAL	\$577,000	\$11,636,800	\$723,900	\$12,937,700

LOAN ASSISTANCE

Project Sponsor: Richland County  
Project Name: Lower Richland Sewer System – Phase 1  
Loan Assistance Number: F1-12-574-20

Loan Assistance Amount: \$577,000

Loan Amount:	\$577,000
Less Principal Forgiveness:	\$577,000
Net Amount for Repayment:	\$ 0

Project Sponsor: Richland County

Loan Assistance Number: F1-12-574-20

PROCUREMENT REQUIREMENTS

- I. Prior to construction contract award, the Project Sponsor shall:
  - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
    1. Local newspapers of general circulation.
    2. MBE/WBE publications.
    3. Statewide or regional newspapers of general circulation.
    4. The South Carolina Business Opportunities (SCBO).
  - B. Modify bid documents only by written addenda, which require prior Department approval.
  - C. Hold a public bid opening.
  - D. Utilize competitive sealed construction bids.
  - E. Require at least a five percent (5%) bid bond or certified check.
  - F. Require one hundred percent (100%) payment and performance bonds.
  - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
  - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
  - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
  - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
  - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
  - L. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
  - M. After bid opening, provide the Department with the following:
    1. Project Construction Summary Form (DHEC Form #3589).
    2. A certified copy of the advertisement with date(s) of publication.
    3. A copy of the Project Sponsor's Bidders List.
    4. Detailed bid tabulation certified by Project Sponsor's engineer.
    5. Proposal of successful bidder(s).
    6. Bid Bond with associated Power of Attorney.
    7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
    8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
    9. Davis-Bacon wage rate(s) used in bidding the project.



10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
  11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
  12. A copy of the prime contractor's Bidders List.
  13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
  14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
  15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
  16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
  17. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
  18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
  - B. Notice to Proceed.
  - C. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
  - D. Monthly Construction Inspection Reports.
  - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
  - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
  - B. Clear description of the change.
  - C. Cost and pricing data.
  - D. Documentation of negotiation.
  - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-12-574-20

The SRF will withhold 5% of the Loan Assistance funds for the final draw request, which cannot be approved until the Department's final Approval to Place Into Operation has been issued by the DHEC Region Engineer.

The Project Sponsor will construct all necessary collection sewer lines, pumping facilities, force main lines and appurtenances to connect the Franklin Park Subdivision to the Richland County Wateree River Wastewater Treatment Facility (NPDES # SC0047911).

**Davis-Bacon Wage Rates Under FY 2012 Federal Appropriations Act  
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2012 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
- (i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Office of Local Government  
State Revolving Funds



Bonnie Ammons  
Executive Director

South Carolina  
Rural Infrastructure Authority

April 1, 2020

Honorable Paul Livingston  
Chairman  
Richland County  
P.O. Box 192  
Columbia, SC 29202

**Subject:** Amendment to Loan Assistance Agreement (LAA) No. F1-14-574-20 (originated as LAA No. F1-12-574-20 dated June 10, 2014 amended on February 2, 2017 and February 1, 2018) Lower Richland Sewer System – Phase 1

Dear Chairman Livingston:

The above-referenced Loan Assistance Agreement (LAA) is being amended to provide additional funding in the amount of \$423,000 to complete improvements to the Lower Richland Sewer System – Phase 1. The LAA agreement will be amended as follows:

- The cover page to the LAA shall read: ***FY 2014 and FY 2019 Federal Capitalization Grants***
- Page 1, paragraph 4 of the LAA is deleted and replaced by the following:

***WHEREAS, the Fiscal Year 2014 and the Fiscal Year 2019 Federal Appropriations Acts (the "Federal Appropriations Acts"), under which the project is committed, requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and***

- Page 1, paragraph 5 of the LAA is deleted and replaced by the following:

***WHEREAS, the Act as amended on May 28, 2010, authorizes the Authority to fully implement all requirements of the Federal Appropriations Acts for the Fund; and***

- Page 5, a new paragraph is added at the end of section Federal and State Requirements:
  - (f) Development and implementation of a fiscal sustainability plan ("FSP") for any project involving the repair, replacement or expansion of a publicly owned treatment works pursuant to requirements of the Federal Act. Project Sponsors with an existing and implemented FSP shall certify to that effect before the date of this Agreement. Project Sponsors that need to develop an FSP must submit a certification that an FSP has been developed, and will be implemented, by the date of the final disbursement hereunder.***

Attached are Appendix A and Appendix B, which have also been amended and should be inserted into the County's duplicate original of the LAA.

If you have questions, please contact me at 803-898-9873 or [nhebert@ria.sc.gov](mailto:nhebert@ria.sc.gov).

Sincerely,

A handwritten signature in black ink that reads "Noel Hebert". The signature is written in a cursive style with a long horizontal stroke at the end.

Noel Hebert, CPA  
Senior Financial Analyst

CC: Tariq Hussain, Deputy Director  
Brian Asbill, DHEC

SCOPE OF WORK

Project Sponsor: Richland County

Project Name: Lower Richland Sewer System – Phase 1

Loan Assistance Number: F1-14-574-20

The Clean Water State Revolving Fund (SRF) will participate in only two (2) of the four (4) divisions needed to rehabilitate the Lower Richland Sewer System. SRF participation is as follows:

Division 1: No participation.

Division 2: The project will include the construction of one (1) new pump station to replace the Gadsden Elementary School Wastewater Treatment Plant (WWTP), one (1) stand-by emergency pump, valves, fittings and appurtenances.

Division 3: The project will include the construction of two (2) new pump stations to replace the Hopkins Elementary School WWTP and the Hopkins Middle School WWTP. The project will also include a portable generator.

Division 4: No participation.

**AMENDMENT dated April 1, 2020**

A-1

PROJECT BUDGET

Project Sponsor:           Richland County  
 Project Name:             Lower Richland Sewer System – Phase 1  
 Loan Assistance Number: F1-14-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL ELIGIBLE COST</u>
Construction			
Division 2 (Gadsden)	\$ 577,000	\$ 274,810	\$ 851,810
Division 3 (Hopkins)	423,000	336,852	759,852
<b>Total</b>	<b>\$ 1,000,000</b>	<b>\$ 611,662</b>	<b>\$ 1,611,662</b>

**AMENDMENT dated April 1, 2020**

B-1



LOAN ASSISTANCE

Project Sponsor: Richland County  
Project Name: Lower Richland Sewer System – Phase 1  
Loan Assistance Number: F1-14-574-20

Loan Assistance Amount: \$ 1,000,000

Loan Amount:	\$ 1,000,000
Less Principal Forgiveness:	\$ <u>1,000,000</u>
Net Amount for Repayment:	\$ 0

**AMENDMENT dated April 1, 2020**

B-1

**STATE OF SOUTH CAROLINA )  
 ) AGREEMENT  
 COUNTY OF RICHLAND )**

This Inter Governmental Agreement (IGA) hereinafter referred to as "Memorandum," is entered into and to be effective from \_\_\_\_\_, 2020 by and between **Richland County School District One** (hereinafter known as the "District") and **Richland County** (hereinafter known as the "County").

WHEREAS, County and the District desire to work together in the planning and construction of a water and sewer infrastructure to service Gadsden Elementary School, Hopkins Elementary School, and Hopkins Middle School and,

WHEREAS, the cost to design and construct the water and sewer infrastructure for the three said schools is \$2,794,693.78 and,

WHEREAS, the County is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County’s functions covered under this Memorandum and,

WHEREAS, the District is a nationally accredited school district with the authority to enter into contracts necessary for the proper discharge of its functions and duties and,

WHEREAS, the District will provide a \$2 million initial payment to the County for designing and constructing the said infrastructure and,

WHEREAS, the South Carolina Department of Health and Environmental Control’s Clean Water State Revolving Fund will contribute \$1 million to the County for the construction of the said infrastructure and,

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto as set forth herein, the County and the District do hereby agree as follows:

The parties to the Memorandum, subject to applicable laws, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following:

1. It is the County's intent to construct and maintain a system of water and sewer services for areas of Southeast Richland County and that the District will receive those services in accordance with the provisions delineated in this Memorandum. County Council authorized the construction of the water and sewer projects. The water and sewer projects, although they will serve the same general area, are each independent of the other.
2. General Provisions:

Wastewater Project:

- A. County Council has approved staff to proceed, and the County has begun the construction of a wastewater collection system to provide wastewater collection and transport the wastewater to the County's wastewater treatment facility near Eastover, South Carolina, for the schools (Hopkins Elementary School, Hopkins Middle School, and Gadsden Elementary) and eligible homeowners along the route, for the new wastewater collection system.
- B. The District will be responsible for all operational and maintenance expenses through the date of transfer. The District will be relieved of all current electrical, maintenance, chemical addition and paid operator cost associated with the operation of the wastewater collection and treatment system for the schools listed above upon transfer of ownership of the collection and treatment systems to the County.
- C. The District will provide to the County the number of students and staff for each school for the County to calculate the monthly sewer service rate. The following formula will be used to calculate the monthly rate:  
$$(\text{Number of students and staffs} \times 15 \text{ GPD}) / 300 \text{ GPD} = \text{number of Taps}$$
$$\text{Number of Taps} \times \$55.68 = \text{Monthly sewer service fee.}$$

The District will pay monthly usage fees, as previously established by County Council, once the County begins operation of the existing wastewater collection and treatment systems at the schools. The monthly usage fees shall be the only cost to the district, except for those construction costs provided herein. Thus, there shall be no charges for tap fees for connection to the wastewater collection system to be constructed by the County. **The utility rate will be the same as approved by** County Council taking into consideration South Carolina Department of Health and Environmental Control (SCDHEC) and other regulations as well as costs of operations and maintenance.
- D. The District will contribute a onetime payment of \$2,000,000.00 as District's contribution to the initial construction of the project. This payment is expected to be paid within ninety (90) days from the signing date of this agreement.
- E. The County and the District will approve and execute the easements, deeds, right-of-ways that must be in place to provide access to the existing lagoons, package treatment units, lift stations and new infrastructure required to provide collection and transportation of wastewater for the schools (Hopkins Elementary School, Hopkins Middle School, and Gadsden Elementary). The required easements, deeds, rights or way are as shown on Exhibit A through Exhibit C. In addition, this will include delineation of who is authorized to enter the site on behalf of the County and how that will be communicated to the District. If such approvals are not completed by November 1, 2020, without a mutually agreed upon extension of

time to complete the same, this agreement will terminate and shall no longer be in effect.

- F. Once construction of the proposed collection system is complete and a “Permit to Operate” is obtained from SCDHEC, the County will initiate the close out process, to the satisfaction of SCDHEC, of the existing lagoons at Hopkins Middle School and Gadsden Elementary School and the package treatment unit at Hopkins Elementary School. Should the cost of **the project** exceed \$3 million, the District will be responsible for covering those expenditures. If the District fails to pay, within thirty (30) days of a pay request, any excess sums required for close out, the County will cease work on the close out and the District shall be responsible for any further work on the close out, without any further liability on the County. The District understands that the only funds that the County will provide towards construction and close out are those funds, if any, provided to the County through the South Carolina Department of Health and Environmental Control’s Clean Water State Revolving Fund.
- G. In the event that any additional land is required for construction, close out or maintenance, up to one (1) acre of Richland County School District property will be donated and conveyed as part the District's contribution to funding the project. In addition, if additional temporary construction easements are required for the close out of existing facilities the District will provide such temporary construction easements. In the event that any additional land is required from a third party for construction, close out or maintenance, the District shall provide such easements and deeds at its sole cost and expense.
- H. District will comply with Fats, Oils and Grease (FOG) requirements of Richland County and the South Carolina Department of Health and Environmental Control (SCDHEC) includes but not limited to installation of grease interceptor.

3. Further, the parties agree as follows:

- A. The County, or its assignee(s) or sub-lessee(s), shall be responsible for payment of any utilities necessary for it to use the property for the purposes hereinabove stated. Any revenue generated by operation of the property is the property of the County.

No agreement or sub-lease shall be executed without prior written consent of The District.

- B. Failure of the County or District to perform any of its obligations or any condition of the Agreement shall constitute default. If the County remains in default within thirty (30) days after receipt of written notice from the District specifying the obligation or condition that the County has failed to perform, and the County fails to cure such default within thirty (30) days after receipt of written notice as provided herein, the District may, at District's option,

terminate this Agreement and demand return of the wells. If the wells are returned, the District shall reimburse the County for costs associated with the upgrades and improvements of the wells and the system. If the District remains in default within thirty (30) days after receipt of written notice from the County specifying the obligation or condition that the District has failed to perform, and the District fails to cure such default within thirty (30) days after receipt of written notice as provided herein, the County shall stop all work on the project and the District shall reimburse the County any funds expended from the loan received through the South Carolina Department of Health and Environmental Control's Clean Water State Revolving Fund. Additionally, the County shall have no further obligations or liability under this agreement.

C. As long as the County performs all things required of them by this Agreement, it shall have the peaceful and quiet enjoyment of the property during the term of this Agreement. If at any time, the District should wish to take over operation and control of any part of the system providing service to the schools, the District shall be required to pay at least fair market value for all parts and components of the system.

D. There is hereby reserved to the District, its successors and assigns, for the benefit of the public:

The County shall not assign this Agreement to any party without the written consent of the District and no assignee or lessee may use this property as a school or for school purposes without the written consent of the District. No assignee or lessee shall assign this Agreement without the written consent of the District.

E. Both parties agree that this Memorandum is supported by adequate consideration in the form of the mutual promises and covenants contained herein.

F. Both parties agree to be responsible for the actions of its employees and/or students while acting within the scope of their official duties to the extent consistent with the waiver of immunity provided by the South Carolina Tort Claims Act, Section 15-78-10 et seq. of the Code of Laws of South Carolina (1976), as amended.

G. Throughout the life of this Agreement, the District will maintain at its expense a commercial general liability policy with coverage sufficient to meet the limits under the South Carolina Tort Claims Act in Section 15-78-120 (a) (1) and (2), as may be amended, or a comparable self-funded liability program.

H. If during the term of this memorandum, it is found that a specific clause of the Memorandum is illegal under either federal or state laws, the remainder of the Memorandum not affected by such ruling shall remain in force.

- I. All notices or other communications required or permitted to be given pursuant to this Memorandum shall be in writing and shall be deemed to have been given or delivered when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a private courier providing evidence of receipt as part of the services, and addressed to the parties as follows:

Richland County  
Attn: Richland County Administrator  
2020 Hampton Street  
P.O. Box 192  
Columbia, South Carolina 29202

Richland County School District One  
Attn: Superintendent  
1616 Richland Street  
Columbia, South Carolina 29201

- J. This Memorandum may not be modified or amended except by a written instrument signed by or on behalf of both parties by their duly authorized officers. No amendment, modification, or termination of this Memorandum and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by both parties.
- K. This Memorandum constitutes the entire Memorandum between the parties regarding the matters set forth herein. No amendment to this Memorandum shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Memorandum shall be interpreted pursuant to the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Memorandum on the respective dates indicated below

## Richland County Council Request for Action

**Subject:**

Sewer Request for the Farm at McCord's Ferry Road

**Notes:**

September 22, 2020 – The A&F Committee recommended Council to direct staff to issue a sewer availability letter that permits the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia sewer collection subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP).
2. The developer shall install an 8" force main that can convey all the sewer flow from the development to the County's Garners Ferry pump station.
3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system using the 8" force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer.



**Agenda Briefing**

**Prepared by:** Ifeolu Idowu, Sanitary Engineer  
**Department:** Utilities  
**Date Prepared:** July 08, 2020 **Meeting Date:** July 28, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	July 22, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	July 10, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 10, 2020
<b>Approved for Council consideration:</b>	Assistant County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Sewer Availability Letter for the Farm at McCords Ferry Subdivision		

**Recommended Action:**

Staff's recommendation is as follows:

County Council directs staff to issue a sewer availability letter that permits the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia sewer collection subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP).
2. The developer shall install an 8" force main that can convey all the sewer flow from the development to the County's Garners Ferry pump station.
3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system using the 8" force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer.

**Motion Requested:**

Move to approve staff's recommendation as noted above.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The new development will consist of 400 homes at build out. The 400 lots will generate \$1,600,000 in tap fees and a monthly sewer charge of \$22,272.00 at build out. The monthly sewer charge is based in the current sewer rate of \$55.68 per resident. All the tap fees and monthly charges shall be paid to the County. The County shall be responsible for paying the City the monthly rate of \$33.76 per residential equivalent unit or REU as agreed in the IGA for the transfer area. (See attachment) The monthly cost that the County will be paying to the City at build out of the project is \$13,504.



**Motion of Origin:**

There is no associated Council motion.

Council Member	
Meeting	
Date	

**Discussion:**

On December 3, 2019, Richland County Utilities (RCU) received a request for sewer availability from American Engineering Consultants, Inc. on behalf of the property owner. The sewer availability requested is for the Farm at McCords Ferry Subdivision, a proposed development located in the Southeastern region of the County and preliminarily designed as a 400-residential development. (See Figure 1 for location of development). This subdivision is in the transfer area and was preapproved by the City of Columbia before the transfer. While the project location is now within RCU’s service area, the county’s sewer collection system within the project area currently has insufficient capacity to handle the expected sewer flow. The project is currently proposed to be developed in five (5) different phases with the projected time frame for each phase as presented below in Table 1. The flow generated at build out of the entire subdivision is estimated to be at 120,000 gallons per day (gpd) which would be treated at the Eastover Wastewater Treatment Facility (WWTF). Sewer services can only be provided to this development at the completion of the Southeast Sewer and Water Expansion project. The build out is estimated to be completed by February 2024.

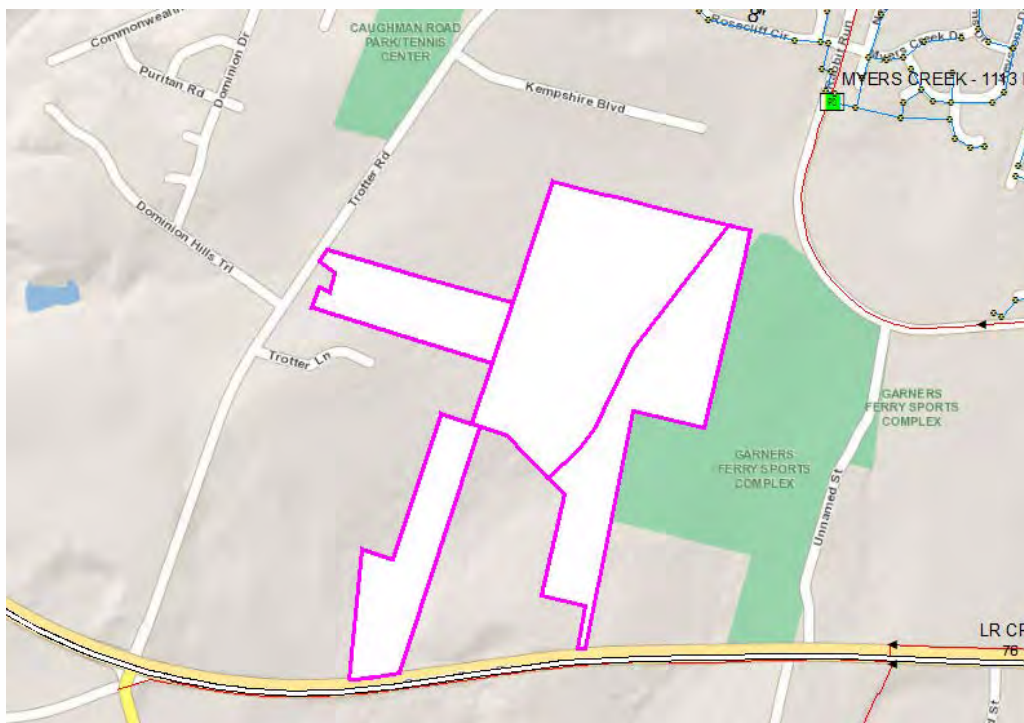
The project is still in the preliminary stage and there are ongoing conversations between the owner and potential developers. The developer that will be responsible for the project is yet to be determined. However, consultants from E.L Robinson Engineering are currently representing the property owner with the preliminary planning phase. To secure funding for the project, the owner is seeking a sewer availability letter that shows capacity for the projected flow. The consultant has received an approval letter from the City of Columbia, which has agreed to convey and treat the wastewater from the project at build-out (See the City of Columbia letter). The consultant is requesting a sewer availability letter from the County that permits the developer to connect to the City of Columbia sewer collection system if the SESWEP is not completed before the development is fully permitted. If the SESWEP is completed before the project is completed, the developer shall connect to the County’s collection system.

Staff is recommending the issuance of a letter that allows the developer to connect the Farm at McCords Ferry Subdivision to the City of Columbia. This letter is based on the conditions as listed in the recommended actions. A draft of this letter is provided for the Council’s review.

**Table 1: Project Completion Schedule for McCords Ferry Subdivision**

Phase	Single Family Residential	REU (gpd)	Total (gpd)	Required Date
Phase 1a	20	300	6,000	February-21
Phase 1b	25	300	7,500	April-21
Phase 2	179	300	53,700	February-22
Phase 3	90	300	27,000	February-23
Phase 4	86	300	25,800	February-24
Totals	400		120,000	

**Figure 1: Project Location for McCords Ferry Subdivision**



**Attachments:**

1. IGA between Richland County and the City of Columbia
2. City of Columbia letter to the developer
3. RCU's sewer availability letter to the developer



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PO Box 147 | Columbia, SC 29217 | (803) 545-3300

September 24, 2019

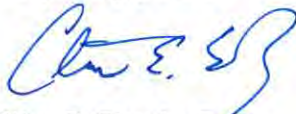
John M. Thompson, Ph.D.  
Assistant County Administrator  
Richland County Government  
P.O. Box 192  
Columbia, SC 29201

Re: Lower Richland Sewer Agreements

Dear Dr. Thompson:

Please find attached fully executed copies of the First Amendment to the Lower Richland Sewer Service Agreement and the Satellite Sewer Service Agreement. These items were approved during the September 17, 2019 meeting of the City of Columbia Council. The date of execution of these documents was September 23, 2019, and this date will begin the 90-day due diligence period. Our staff members have already begun meeting and sharing information, and we look forward to continuing this cooperative spirit through the final transfer of the sewer assets. Thank you and please let me know if you have any questions.

Very truly yours,



Clint E. Shealy, P.E.  
Assistant City Manager  
City of Columbia, SC

cc: Joey Jaco, P.E., Director of Utilities, City of Columbia  
Jani Tariq Hussain, Deputy Director of Utilities, Richland County

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ColumbiaSCWater.Net



**STATE OF SOUTH CAROLINA**  
**CITY OF COLUMBIA**

**FIRST AMENDMENT TO**  
**LOWER RICHLAND SEWER**  
**SERVICE AGREEMENT**

This First Amendment (the "Amendment") to the Lower Richland Sewer Service Agreement is made and entered into by and between the City of Columbia, a municipal corporation, and Richland County, South Carolina as of the date of the last signature hereto.

WHEREAS, the City and the County entered into the Lower Richland Sewer Service Agreement (the "Agreement") dated November 8, 2010, with respect to making sewer service available to certain properties located within the County's 208 sewer service area, which properties currently do not have sewer service; and

WHEREAS, the Agreement was scheduled to expire on October 1, 2017; and

WHEREAS, the City and the County discussed the extension of the Agreement and continued to operate under the Agreement on a month-by-month basis; and

WHEREAS, under the terms of this Amendment, the County will purchase certain City sewer assets listed in this Amendment, provided County has inspected such assets to ensure that they are acceptable to the County, and the City will provide wholesale sewer conveyance and treatment for those assets; and

WHEREAS, the parties have now agreed to the terms of the extension of the Agreement.

**NOW THEREFORE**, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the City and County agree that the Agreement is amended as follows:

1. The term of the agreement is extended from the Effective Date thereof until a period ending four years from the Effective Date.
2. All work associated with this Agreement shall be planned, designed, procured and constructed by the County to conform with the existing 208 plan.
3. Upon execution of this Amendment, the City will sell to the County those City sewer assets listed in Exhibit A, attached hereto, provided County has inspected such assets to ensure that they are acceptable to the County in accordance with the requirements of the original Agreement. City agrees to provide County with copies of all maintenance, repair and other records related to the assets subject to sale pursuant to this Agreement to better assist the County to determine the condition of the assets. The County shall perform this asset condition review within a 90-day due diligence period that shall begin upon the Effective Date of this Amendment. At the end of this due diligence period, County shall either purchase assets or comply with the terms of the original Agreement. Upon the sale and transfer of the City sewer assets listed in Exhibit A, the County will assume all retail and operation and maintenance of these sewer assets.

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Legal Department City of Columbia, SC

4. Upon execution of this Amendment, the County will also execute a satellite sewer system agreement with the City substantially the same as the form agreement approved under the City's Consent Decree with the U.S. Environmental Protection Agency.

5. General Provisions:

A. Entire Agreement. This Amendment, together with the Lower Richland Sewer Service Agreement, sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and County relative to the provision of sewer service to the Lower Richland area, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

B. Construction. The parties agree that each party and its counsel have reviewed and revised this Amendment and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Amendment or any amendments or exhibits hereto.

C. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect the other provisions hereof, and this Amendment shall be construed in all respects as if such invalid and unenforceable provision were omitted.

D. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

E. Effective Date. The Effective Date of this Amendment shall be the date set forth above which shall be the date the Amendment is signed by all parties, and if the parties do not sign on the same date, the date on which it is signed by the last party.

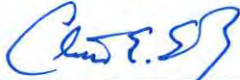
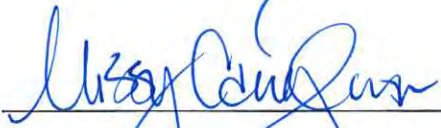
F. This agreement does not constitute permission from the county for Columbia to annex any property in the unincorporated area of Richland County, nor does it constitute waiver by Columbia of any rights of annexation it may have as provided by law.

G. Effect on the Agreement. Except as modified by the terms hereof, the provisions of the Agreement shall be unchanged and shall remain in full force and effect.


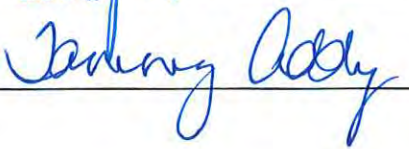
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective as of the date first above written, and by doing so, agree to be bound by the terms of this Amendment.

WITNESSES:

WITNESSES:

CITY OF COLUMBIA

By:   
TERESA B. WILSON, City Manager

9/23/2019

RICHLAND COUNTY

By:   
Leonardo Brown, County Administrator

APPROVED AS TO FORM  
  
Legal Department City of Columbia, SC

  
Richland County Attorney's Office  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

### Exhibit A

Assets owned by the City of Columbia and to be sold and transferred to Richland County under this Amendment:

- Garner's Ferry Pump Station
- Quail Creek Pump Station
- Myers Creek Pump Station
- Green Lakes Pump Station
- Swandale Pump Station
- Associated force mains, including the force main delivering flow from the Garner's Ferry Pump Station and any contributing private pump stations, discharging into the City's gravity collection system at Old Garner's Ferry Road and Old Hopkins Road.
- Gravity lines, manholes, service laterals and associated appurtenances.

Satellite Sewer  
Service Agreement  
between the City of  
Columbia and  
Richland County

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the City of Columbia, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina ("Columbia") and Richland County, South Carolina ("County").

WHEREAS, Columbia owns, operates and maintains a wastewater sewer system ("Columbia Sewer System") which includes a wastewater collection and transmission system ("Columbia WCTS") and a wastewater treatment plant located as 1200 Simon Tree Lane, Columbia, South Carolina ("Metro WWTP"). The Metro WWTP is permitted to discharge treated wastewater pursuant to NPDES Permit No. SC0020940 ("City Permit") issued by the South Carolina Department of Health and Environmental Control ("DHEC"); and

WHEREAS, County owns, operates and maintains a satellite sewer system as defined in S.C. Regulation 61-9.122.2 ("Satellite Sewer System") and currently transmits wastewater collected in the Satellite Sewer System to the Columbia Sewer System for transmission to the Metro WWTP for treatment and discharge to waters of the State under the City Permit; and

WHEREAS, one or more facilities located in the Satellite Sewer System are Industrial Users as defined by S.C. Regulation 61-9.403.3; and

WHEREAS, pursuant to S.C. Regulation 61-9.403, Columbia must implement and enforce a pretreatment program to control discharges from all Industrial Users to the Metro WWTP, including Industrial Users in the Satellite Sewer System.

NOW, THEREFORE, for and in consideration of the agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

SERVICES AND FEES

1. Services Provided. Columbia shall issue to County a permit authorizing the discharge of wastewater collected and transmitted in the Satellite Sewer System to the Columbia Sewer System for transmission to, and treatment at, the Metro WWTP. The terms of this Agreement shall be incorporated into the permit, and compliance with the terms of this Agreement shall be a permit condition.

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Legal Department City of Columbia, SC



2. Fees. Columbia shall provide conveyance to its wastewater treatment plant and treatment at a flat rate per equivalent residential unit (ERU) as defined by the South Carolina Department of Health and Environmental Control. This rate shall be defined as Columbia's current volumetric rate for inside-City customers, which currently equates to \$33.76 per ERU, but is subject to annual rate adjustment by City Council. This monthly fee is based upon an assumed average water consumption as defined by the South Carolina Department of Health and Environmental Control per ERU. This volumetric rate for inside-City customers shall be valid for four (4) years from the date of the signing of this Agreement, but shall be subject to adjustment as Columbia's overall water and sewer rates are periodically updated. Columbia shall communicate future rate increases in writing to the County prior to the effective date of such increases.

## ARTICLE II

### TRANSMISSION AND TREATMENT CAPACITY

1. Capacity Assurance Program. Pursuant to the provisions of Columbia's current capacity program and the capacity certification requirements ("Capacity Assurance Program"), the following services for County's customers must be mutually agreed upon by both the Columbia and the County, with the first rights of service denial belonging to the County:

- i. All new connections, whether from new or existing customers, to the Satellite Sewer System after the Effective Date ("New Connections"); and
- ii. Proposed additional wastewater flow from a Current Connection ("Additional Flow").

Columbia will not object to New Connections and Additional Flow are permitted provided they do not exceed the limitations of the Capacity Assurance Program.

2. Treatment Capacity. In determining whether Columbia has adequate treatment capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. On a monthly basis, County will provide Columbia with a list of all New Connections and Additional Flow within the Satellite Sewer System.

3. Collection and Transmission Capacity. In determining whether Columbia has adequate collection and transmission capacity to approve New Connections or Additional Flow from the Satellite Sewer System, the Parties agree that Columbia will make such determination in accordance with the Capacity Assurance Program. If Columbia is unable to approve a New Connection or Additional Flow because of inadequate transmission capacity under the Capacity Assurance Program, Columbia will advise County of system upgrades needed to satisfy capacity requirements.

## ARTICLE III

### MANAGEMENT, OPERATION AND MAINTENANCE

1. Operation and Maintenance of the Columbia Sewer System. Columbia shall be solely responsible for all operating and maintenance obligations for the Columbia Sewer System and for compliance with the City Permit. Columbia shall be solely responsible for all capital improvements to the Columbia Sewer System.

2. Operation and Maintenance of the Satellite Sewer System. County shall be solely responsible for all operating and maintenance obligations for the Satellite Sewer System and for compliance with any permits issued by DHEC for the operation of the Satellite Sewer System. County shall be solely responsible for all capital improvements to the Satellite Sewer System.

3. Fats, Oils, and Grease Program ("FOG Program"). It is understood that Richland County has established FOG program approved by DHEC. It is also understood that Richland County has an ordinance necessary to implement and enforce the FOG program. Within 180 days of the Effective Date of this Agreement, County shall submit a copy of its approved FOG Program and related Ordinances. Columbia and the County mutually agree to work together to ensure full implementation of the County's FOG Programs. Columbia may review the County FOG Program if necessary to ensure full implementation and enforcement of the FOG Program, and may recommend additional improvements for consideration and implementation. Columbia can assign its staff to attend regular periodic inspections of all FSEs and enforcement action for violations of the County FOG Program requirements.

4. Infiltration and Inflow Control Program. County shall manage, operate and maintain the Satellite Sewer System in accordance with USEPA and SCDHEC regulatory standards and guidelines so as to minimize peak flows into the Columbia Sewer System by excluding, to the maximum reasonable extent as determined by and mutually agreed upon by the Columbia and the County, the infiltration and inflow of surface and ground water and other extraneous flows into the Satellite Sewer System. Within five years of the initiation of this Agreement, County shall provide the details of an evaluation and program to control, to the maximum reasonable extent, the infiltration and inflow of extraneous flows into the Satellite Sewer System (I/I Control Program).

5. Peak Flow Limitations. County will work closely with Columbia to address the peak flow limitation that can cause or contribute to (1) a sanitary sewer overflow in the Sewer System, (2) a condition resulting in flows exceeding the pumping capacity of a Sewer System pump station, and/or (3) a violation of the City Permit, Columbia may impose peak flow limitations upon the Satellite Sewer System as Columbia determines are reasonably necessary to avoid such condition.

6. DHEC Permits. The Parties acknowledge and agree that this Agreement does not impute to Columbia the responsibility for enforcement of any DHEC permit issued to County or for management and oversight of the Satellite Sewer System, and by entering into this Agreement, Columbia assumes no liability for County's failure to operate and maintain the

Satellite Sewer System in compliance with any permit issued to County by DHEC or any other governmental authority for operation of the Satellite Sewer System.

#### ARTICLE IV

##### FLOW METERING

1. Flow Meters. Flow meters are not included in the initial Agreement but may be required with subsequent amendments. Any modifications to existing pumping stations or new pumping stations discharging into Columbia's sewer system will be required to have flow metering installed providing flow data for all pump station discharge flow. This data shall be made available to Columbia's SCADA system. County shall be solely responsible for the installation, operation, and maintenance of flow meters required under this Agreement.

2. Calibration. At least once per calendar year, the metering stations as provided for in Paragraph 1 of this Article shall be calibrated both hydraulically and electronically by a qualified third-party entity engaged by Columbia. Calibration of the metering stations shall be at the sole expense of Columbia.

3. Reporting. County agrees to make available all flow metering data to Columbia within thirty (30) days of Columbia's request.

#### ARTICLE V

##### PRETREATMENT PROGRAM

1. Sewer Use Ordinance. County will recognize City's authority to implement the City's Pretreatment Program in accordance with the City ordinances within the County's satellite sewer system, to include ability to establish local limits, issue permits, perform inspections and conduct enforcement actions as needed for permitted Industrial Users. City and County agree to share information and conduct inspections of facilities to determine if additional pretreatment permits are needed on a case by case basis. City shall bill Industrial Users directly for any costs associated with waste surcharges, permitting fees, and other program implementation costs.

#### ARTICLE VI

##### PRETREATMENT

1. Industrial Users within Satellite Sewer System. Any Industrial User (as defined by S.C. Regulation 61-9.403.3) within the service area boundaries of County must have a permit from Columbia prior to discharge of any industrial wastewater into the Satellite Sewer System.

Before an Industrial User located within the service area boundaries of County is approved to discharge into the Satellite Sewer System, the Industrial User will submit to Columbia an application for a permit to discharge industrial wastewater in accordance with the Columbia Ordinance. As a condition of the permit, Columbia and the Industrial User must enter into a contract pursuant to which the Industrial User subjects itself to any enforcement action available to Columbia under the Columbia Ordinance and the Industrial User accepts the jurisdiction of the South Carolina Court of Common Pleas for the purposes of enforcing the Columbia Ordinance and agrees to comply with any order of that court to comply with the contract or pay penalties for the violation thereof.

## ARTICLE VII

### TERM, MODIFICATION, AND TERMINATION

1. Term. This Agreement shall continue in full force and effect for a period of four (4) years unless sooner terminated pursuant to Paragraph 5 of this Article (the "Term"). This Agreement may be extended for additional terms.

2. Modification. This Agreement cannot be modified, or any of the terms hereof waived, except in writing and executed by the Parties. The failure of either Party to enforce any of the provisions of this Agreement or the waiver therefore, in any instance, shall not be construed as a general waiver or relinquishment of its part of any such provision but the same shall, nevertheless, be and remain in force and effect.

3. Periodic Review. The Parties will review and modify this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 *et seq.*) and rules and regulations (*see* 40 CFR Part 403) issued thereunder, as necessary, but at least once every four (4) years on a date to be determined by the Parties.

4. Default and Remedies. The following is an "event of default" under this Agreement: Failure by Columbia or the County to perform any of the material terms, conditions, or obligations of Columbia or County, hereunder, which failure shall continue for a period of thirty (30) days after written notice from Columbia or County, as appropriate, specifying such failure and requesting that it be remedied.

Whenever an event of default has occurred, the Parties shall have the right to take the following remedial actions:

- (a) Terminate the Agreement pursuant to Paragraph 5 or 6 hereunder; or
- (b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the other party under this Agreement.

In addition to the remedies provided in (a) and (b) hereunder, County's failure to comply with Articles III and V of this Agreement shall be a violation of the permit issued to County pursuant to Article I of this Agreement, and Columbia may also impose civil penalties not to exceed \$500 per day for each such violation.

No remedy conferred on or reserved to Columbia or County under this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing on any continuing event of default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5. Termination of Agreement. In the event that conditions constituting breach(es) of Articles III and V of this Agreement continue without cure being timely made as provided pursuant to Paragraph 4 of this Article, Columbia may:

- (a) Request that County submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Columbia, is deemed to be a condition of the permit issued pursuant to Article I of this Agreement;
- (b) Provide written notice to County providing for phasing out the terms of this Agreement within two (2) years after the date of the initial notice of breach is provided.
- (c) Terminate this Agreement by providing thirty (30) days written notice to County. Except for remedies allowed under Paragraph 4 of this Article, all benefits and obligations under this Agreement will cease following thirty (30) days from receipt of such notice.

6. County may terminate this Agreement upon one hundred eighty (180) days notice to Columbia pursuant to the notice provisions in Article VII.

## ARTICLE VIII

### MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to Columbia's transmission, treatment, and discharge of wastewater from the Satellite Sewer System and supersedes all other agreements, whether verbal or written, between Columbia and County related in any manner to the obligations of the Parties under this Agreement. This agreement does not constitute permission from the County for

Columbia to annex any property in the unincorporated area of Richland County, nor does it constitute waiver by Columbia of any rights of annexation it may have as provided by law.

2. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Parties, their successors and assigns.

3. Severability. The Parties agree that the various provisions of this Agreement are severable and that, if any single clause or any portion thereof by found invalid, illegal, or unenforceable by a court of competent jurisdiction, only that part will be severed from this Agreement, and the remaining provisions shall continue in force in accordance with the terms of this Agreement.

4. Counterparts and Facsimiles. This Agreement may be executed in as many counterparts as may be required, and facsimile or electronic PDF copies of signatures shall be an effective and binding indication of a Party's commitment to and acceptance of the terms hereof.

5. Choice of Law. This Agreement shall be construed under the laws of the State of South Carolina.

6. Headings. The headings used in this Agreement are for convenience only and do not impart any substantive significance in the interpretation of this Agreement.

7. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be deemed to be given when hand-delivered, sent by Federal Express, or upon receipt after mailing when mailed by certified mail return receipt requested, postage prepaid, addressed to the party for whom it is intended, as follows:

If to the City of Columbia:

City Manager  
City Hall  
1737 Main Street  
Columbia, SC 29201

With a copy to:

City Attorney  
P.O. Box 667  
Columbia, SC 29202

If to the County:

County Administrator  
Richland County Administration Building  
2020 Hampton Street  
Columbia, South Carolina 29204

With a copy to:

County Attorney  
2020 Hampton Street  
P.O. Box 192  
Columbia, South Carolina 29201

IN WITNESS WHEREOF, the Parties hereto each of who being duly authorized have set their hands and seals to be effective on the Effective Date.

Witness Missy Gaudin

THE CITY OF COLUMBIA

By: Teresa B. Wilson  
TERESA B. WILSON, City Manager

Witness CSE SJ

Date: 9/23/2019

Witness Almy Wise

RICHLAND COUNTY

By: Leonardo Brown  
Leonardo Brown, County Administrator

Witness Sammy Oddy

Date: 9/4/19

APPROVED AS TO FORM  
[Signature]  
Legal Department City of Columbia, SC

Richland County Attorney's Office  
[Signature]  
Approved as to LEGAL form ONLY  
NO Opinion Rendered As To Content

June 16, 2020

David Brandes, PE  
803-400-6033  
dbrandes@elrobinson.com

Re: The Farm at McCord's Ferry  
Pre-CAP0187 Analysis

Dear Mr. Brandes,

On June 8, 2020, we received a request to perform a Pre-CAP analysis for new wastewater from the above-referenced proposed development pursuant to the City's Wastewater System Capacity Assurance Program. The corresponding wastewater loadings are listed below:

Project Name	Wastewater Loading (GPD)
The Farm at McCord's Ferry	120,000

We have performed a Pre-CAP analysis for the proposed development and its corresponding wastewater loading shown in the table above. The wastewater flow from this development would be conveyed through the City of Columbia's utility system and ultimately be treated at the City of Columbia's Metro Wastewater Treatment Plant. Based on the Pre-CAP analysis, there is currently capacity available in the downstream sewer system that could provide service to the proposed development.

A Pre-CAP analysis does not warrant or guarantee any specific level of service or that there is sufficient capacity in the City's system prior to the purchase of taps. Upon review and approval of a subsequent CAP request submitted as part of the City of Columbia's subdivision plan review process, the City of Columbia is prepared to work with the current area service provider to develop a satellite service agreement for the sewer service requested. Should you require additional information, please contact me at (803) 545-3400 or jtriggs@columbiasc.net.

Regards,



John T. Riggs, P.E.  
Wastewater Project Manager

cc: Joey Jaco, PE, Utilities Director  
Dana Higgins, PE, City Engineer  
Scott Rogers, Subdivision Review Manager



**RICHLAND COUNTY  
UTILITIES DEPARTMENT**7525 Broad River Road  
Irmo, SC 29063

July 8, 2020

David Brandes, PE  
E.L. Robinson Engineering  
Principal Civil Engineer  
South Carolina Operations Manager  
1301 Gervais Street Suite 450  
Columbia, SC 29201Re: Sewer Availability letter  
The Farm at McCord's Ferry

To whom it may concern:

In response to your request on June 27, 2020 to approve the connection of the Farm at McCord's Ferry Subdivision to City of Columbia wastewater collection system. The County is willing to approve the request subject to the following conditions:

1. The construction of the project is completed and fully permitted for operations before the completion of the Southeast Sewer and Water Expansion Project (SESWEP).
2. The developer shall install an 8" force main that can convey all the sewer flow from the development to the County's Garners Ferry pump station.
3. At the completion of the SESWEP, the developer shall disconnect from the City of Columbia and reconnect to the County's sewer system using the 8" force main already installed. All cost associated with disconnection and reconnection shall be the responsibility of the developer

If you have any questions please contact me at 803-401-4013

Sincerely,

A handwritten signature in black ink, appearing to read "Ifeolu Idowu".

Ifeolu Idowu  
Sanitary EngineerCc: Tariq Hussain Deputy Director Utilities  
Zubair Najeeb Associate Engineer.

## Richland County Council Request for Action

**Subject:**

Broad River Wastewater Treatment Facility (WWTF )Headwork and Emergency Storage (Lagoon)Upgrade

**Notes:**

September 22, 2020 – The A&F Committee recommended Council approve the awarding of the Broad River WWTF Headwork and emergency storage (Lagoon) upgrade to Republic Contracting Corporation.



**Agenda Briefing**

**Prepared by:** Ifeolu Idowu, Sanitary Engineer, Richland County Utilities

**Department:** Utilities

**Date Prepared:** August 19, 2020

**Meeting Date:** September 22, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	August 31, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	August 27, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	August 27, 2020

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

**Subject:** Broad River Wastewater Treatment Facility (WWTF )Headwork and Emergency Storage (Lagoon)Upgrade

**Recommended Action:**

Staff recommends that the County Council approves the awarding of the Broad River WWTF Headwork and emergency storage (Lagoon) upgrade to Republic Contracting Corporation.

**Motion Requested:**

Move to approve staff's recommendations as noted above.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The funding is provided through Utilities System Revenue Bonds in which the Council originally approved for the Utility System Fund Annual Budget to fund a Corrective Action Plan for \$3,103,000. The Council approved the funding on the third reading on March 5, 2019.

**Motion of Origin:**

There is no associated Council motion of origin.

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

## Discussion:

Over the years, the Broad River Waste Water Treatment Facility had experienced numerous occurrences of violations of the Biochemical oxygen demand (BOD), Total suspended solids (TSS) and Escherichia coli (E. coli) bacteria discharge limits by Department of Health and Environmental Control (DHEC) the regulatory body. DHEC fined the Richland County Utilities \$4,340 under the Pollution Control Act, S.C. Code Ann. 48-1-330 (2008) and these violations resulted in Consent Order 180-050-W that required a corrective action plan (CAP), which MBD Consulting Engineers developed as an enforceable part of the order. The Utilities staff in conjunction with a hired consultant evaluated the facility and identified repairs and renewal (R&R) projects that are required to bring the facility to the optimal operation that meets the requirements of regulatory bodies. A list of the identified R&R project and corresponding cost estimate was presented and approved by County Council on March 5, 2019 (Third Reading). The CAP submitted to DHEC on April 29, 2019. DHEC accepted by the CAP on July 19, 2019.

The Headwork and emergency storage (Lagoon) upgrade is part of the R&R project identified in the corrective action plan document dated 4-29-19 section 3.2.2 on page 7. This headwork upgrade will require the modification of the existing headwork structure and replacement of obsolete parts to improve the preliminary treatment process. The Emergency Lagoon will be modified to allow automatic bypass in emergency cases.

Procurement issued a solicitation for bids for the Headwork and Emergency Storage (Lagoon) Upgrade on May 29, 2020. The two projects were included in a single solicitation and described as Broad River WWTP Process Systems Upgrade. A mandatory pre-bid was held on June 11, 2020. Three contractors submitted bids for the Headwork's upgrade and the Emergency Storage (Lagoon) Upgrade. The estimated total cost for the combined project is \$2,205,500. The lowest bids received were from the Republic Contracting Corporation with a total lump sum of \$2,314,725.00 for the combined project.

## Attachments:

1. Consent Order# 180-050-W
2. Approved Corrective Action Plan (Revised CAP plan 4-29-2019)
3. SCDHEC's CAP approval
4. Consolidated Bid Tabulation
5. Recommendation of award



December 5, 2018

**FIRST CLASS and**  
**CERTIFIED MAIL – 9214 8969 0099 9790 1413 4801 41**

Mr. Shahid Khan  
Richland County  
7525 Broad River Road  
Columbia, SC 29063

Re: **Consent Order 18-050-W**  
**Richland County Broad River Road WWTF**  
NPDES Permit SC0046621  
Richland County

Dear Mr. Khan:

Enclosed, please find fully executed Consent Order 18-050-W for the above referenced facility. The Order is considered executed on November 30, 2018.

If you have any questions, please contact me at (803) 898-1768 or by e-mail at shawah@dhec.sc.gov.

Sincerely

A handwritten signature in black ink, appearing to read "Anastasia Shaw", written over a white background.

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water - WP Control Division  
WP Compliance and Enforcement Section

cc: Melanie Hindman, SCDHEC, WP Compliance and Enforcement Section  
Veronica Barringer, SCDHEC, EA Midlands Region, Columbia Office  
Weijia Hu, SCDHEC, Water Facilities Permitting

Attachment as stated

**THE STATE OF SOUTH CAROLINA**  
**BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

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**IN RE: RICHLAND COUNTY/BROAD RIVER WWTF**  
**RICHLAND COUNTY**

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**CONSENT ORDER**

**1 8 - 0 5 0 - W**

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Richland County owns and is responsible for the proper operation and maintenance of its Broad River wastewater treatment facility (WWTF), located at 1183 Shadywood Lane, in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.

Richland County failed to comply with the permitted limitations for biochemical oxygen demand (BOD), *Escherichia coli* (E. coli), and total suspended solids (TSS) contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0046621.

In accordance with approved procedures and based upon discussions with agents of Richland County on October 3, 2018, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Richland County owns and is responsible for the proper operation and maintenance of its Broad River WWTF located at 1183 Shadywood Lane in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0046621 to Richland County, authorizing the discharge of treated

- wastewater into the Broad River, in accordance with the effluent limitations, monitoring requirements, and other conditions set forth therein. The permit was reissued effective April 1, 2018, and expires March 31, 2023.
3. Richland County and the Department entered into Consent Order 15-011-W, executed on February 15, 2015, as a result of violations of the permitted discharge limits for fecal coliform (FC). The Consent Order required the submittal of a corrective action plan (CAP), a capacity, management, operation and maintenance audit (cMOM), and a civil penalty. Richland County submitted the CAP, cMOM audit, and paid the penalty as required by the Consent Order. Richland County is currently making improvements to its collection system, and submits quarterly updates to the Department. Consent Order 15-011-W remains in effect.
  4. Richland County reported violations of the permitted discharge limits for BOD and TSS on discharge monitoring reports (DMRs) submitted to the Department for the January 2018, April 2018, and May 2018 monitoring periods. Richland County reported violations of the permitted discharge limits for E. coli on DMRs submitted to the Department for the April 2018, May 2018, and June 2018 monitoring periods.
  5. On March 2, 2018, Department staff issued a Notice of Violation (NOV) to Richland County for the BOD and TSS violations reported on the DMR submitted to the Department for the January 2018 monitoring period. As Richland County had included an explanation for the violations on the DMR, citing poor solids management as the reason for the violations, no response was required. The NOV was delivered on March 5, 2018.
  6. In a letter to the Department dated May 15, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the April 2018 monitoring

period. In the letter, Richland County explained that it had attempted to run its WWTF in dual mode while making repairs to the sequencing batch reactor basins. The letter stated that the WWTF defaulted to storm mode and wastewater that was not fully treated was discharged. Richland County stated it then went back to a three (3) basin mode of operation, and returned to compliance with the permitted discharge limits. Also in the letter, Richland County stated E. coli violations were detected on three (3) days during the April 2018 monitoring period. These violations were attributed to the WWTF being in storm mode, a power surge which caused failure of the ultraviolet (UV) system, and a slug of oil and grease that was illegally dumped in Richland County's collection system.

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9. On October 3, 2018, Department staff held an enforcement conference with agents of



Richland County to discuss the BOD, TSS, and E. coli violations cited above. Among those in attendance were Mr. Shahid Khan, Utilities Department Director, and Mr. Joel Wood, a consultant. Mr. Wood submitted to the Department a document detailing the corrective actions already taken to meet the permitted discharge limits for BOD, TSS, and E.coli. Mr. Wood read through the document, explaining each of the corrective actions in detail. In addition to equipment replacement and repairs, and adding a second UV system, Mr. Wood stated that Richland County has begun holding bi-weekly meetings with essential staff, and contracted with the equipment vendors to conduct annual inspections of the equipment and to train new staff on proper equipment operation procedures. Mr. Khan stated that most of the violations cited in the Findings above were due to circumstances beyond Richland County's control, such as a powerful storm, unusually cold weather, a computer malfunction, and a slug of oil and grease that entered the WWTF from an unknown source. The possibility of a Consent Order containing a civil penalty was discussed.

### **CONCLUSIONS OF LAW**

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. Richland County violated the Pollution Control Act, S.C. Code Ann. § 48-1-110(d) (2008 & Supp. 2017) and Water Pollution Control Permits Regulation 3 S.C. Code Ann. Regs. 61-9.122.41(a) (2011), in that it failed to comply with the BOD, TSS, and E. coli effluent limitations of NPDES Permit SC0046621.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating

the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

**NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED**, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (2008 & Supp. 2017), and S.C. Code Ann. § 48-1-100 (2008 & Supp. 2017), that Richland County shall:

1. Within sixty (60) days of the execution date of this Order, submit to the Department a Corrective Action Plan (CAP) and a schedule of implementation, reporting the corrective actions that have been taken and corrective actions planned to adequately address the potential source(s) contributing to the BOD, TSS, and E. coli violations. The schedule of implementation shall include specific dates or timeframes for the completion of each action and details as to how each action effectuates compliance with effluent discharge limits of NPDES Permit SC0046621. The schedule of implementation of specific corrective action steps proposed under the CAP shall be evaluated by the Department and, upon Department approval, the schedule(s) and corrective actions shall be incorporated into and become an enforceable part of this Order.
2. Within thirty (30) days of the execution date of this Order, pay to the Department, a civil penalty in the amount of four thousand three hundred forty dollars (**\$4,340.00**).

**PURSUANT TO THIS ORDER**, communications regarding this Order and its requirements, including civil penalty payments, shall be addressed as follows:

Anastasia Shaw, Enforcement Project Manager  
SCDHEC, Bureau of Water - WP Enforcement Section  
2600 Bull Street  
Columbia, South Carolina 29201

The Order number should be included on all checks remitted as payment of the civil penalty.

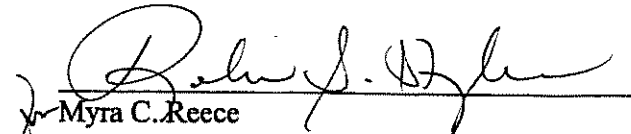
**IT IS FURTHER ORDERED AND AGREED** that failure to comply with any provision of this Order shall be grounds for further enforcement action pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), to include the assessment of additional civil penalties.

**IT IS FURTHER ORDERED AND AGREED** that this Consent Order governs only the civil liability to the Department for civil sanctions arising from the matters set forth herein and constitutes the entire agreement between the Department and Richland County with respect to the resolution and settlement of these civil matters. The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Order.

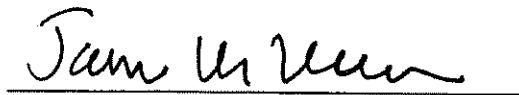
**THE PARTIES UNDERSTAND** that the “execution date” of the Order is the date the Order is signed by the Director of Environmental Affairs.

**[Signature Page Follows]**


FOR THE SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL CONTROL

  
Myra C. Reece  
Director of Environmental Affairs

Date: 11/30/2018

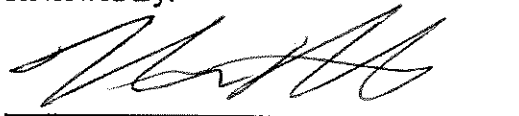
  
James M. Marcus, PhD, Chief  
Bureau of Water

Date: 11-28-18

  
Randy Stewart, Director  
Water Pollution Control Division  
Bureau of Water

Date: 11/27/18

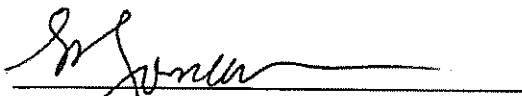
Reviewed By:

  
DHEC Legal Counsel

Date: 11/29/2018

**WE CONSENT:**

**RICHLAND COUNTY**

  
Edward Gomeau  
Interim County Administrator

Date: 11-26-18

# RICHLAND COUNTY BROAD RIVER WWTP CORRECTIVE ACTION PLAN

## NPDES PERMIT SC0046621 CONSENT ORDER NO. 18-050-W



1300 Second Avenue, Suite 211  
Conway, South Carolina 29526

January 2019 – Revised April 2019

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1.2	Methodology for Development of CAP
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## SECTION 1 GENERAL INFORMATION

### 1.1 INTRODUCTION

The Broad River WWTP was constructed in 2006 to replace an existing lagoon system. The 6 MGD facility is an activated sludge sequencing batch reactor treatment system that operates under NPDES Permit No. SC0046621.

### 1.2 METHODOLOGY FOR DEVELOPMENT OF CAP

During January, April, and May of 2018, Richland County reported violations of the permitted discharge limits for BOD and TSS. During January, April, and May of 2018, Richland County also reported violations for E. coli. The Consent Order issued on November 30, 2018 requires the submittal of a Corrective Action Plan to address the issues related to the violations.

The violations were addressed in a document forwarded to Anastasia Shaw, Enforcement Project Manager on October 3, 2018. The document was titled Position Statement in Response to Notice of Enforcement Conference October 3, 2018. The document outlined each occurrence, the changes that have been implemented as result of the violation, and any additional measures taken. The document was used as a basis for the preparation of the Corrective Action Plan. A copy of the document is included in Appendix B.

An independent evaluation of the wastewater treatment facility was performed by MBD Consulting Engineers. The evaluation reviewed the violations that occurred, the issues related to the excursions, the equipment and processes involved, and the steps taken in response to the violations. The results of the evaluation included in Section 2

Section 3 provides conclusions and recommendations for preventing a recurrence of the issues. Section 3 will include a schedule for completion of the improvements or modifications.

## SECTION 2 REVIEW OF VIOLATIONS

### 2.1 PROCESS AND EQUIPMENT REVIEW

The Richland County Broad River WWTP is an activated sludge treatment facility. The treatment processes included at the treatment plant include headworks, sequencing batch reactor (SBR), UV disinfection, post aeration, and discharge. The facility also includes sludge digestion and sludge thickening. The facility has an emergency storage lagoon. A brief review of each of the process are included below.

#### Headworks

The headworks consists of an influent splitter box that incorporates a bypass that will allow for the discharge of excess flows to the emergency storage lagoon (though currently not automatically). The flow then goes through an automatic step screen, followed by a vortex grit removal system. Each of these processes have the required capacity for 6 MGD plus a 2.5 peak.

Flow from the headworks is directed to the four SBR basins.

#### Sequencing Batch Reactors

The Richland County facility utilizes Aqua Aerobic SBRs. There are four tanks, each including inlet control valves, mixers, an aeration grid and blowers, and floating decanters. Analytical instrumentation provides feedback to the control system and includes level measurement, dissolved oxygen concentration, and pH.

The SBR treatment process is fully automated. Flow is directed via a control valve to one of the basins at a time. The treatment cycle, which includes aeration, anoxic, mixing, settling, and decant is automated and will automatically adjust if the system detects an excess of flow. The aeration phase of the process can be automatically controlled with the use of dissolved oxygen probes located in each of the basins.

The basins are adequately sized to provide treatment for 6 MGD plus a 2.5 peak. The overall treatment system is dependent on the control system to manage the operation and sequencing of the overall process.

#### UV Disinfection

Decanted flow from the SBR treatment system is directed through a UV disinfection system. The Richland County Broad River UV system includes dual trains each with two channels. The system has the ability to automatically isolate each train so that only one train is online at a time. The UV system is automated to use flow and transmissivity to regulate the amount of energy (and UV light) that is applied to the wastewater.

#### Effluent Discharge and Post Aeration

Effluent flow from the UV system is metered via a Parshall flume. Flow is then aerated using a step aeration system with effluent sampling located at the base of the step aerator. Each of these systems provide adequate capacity for the design capacity of the plant.



### Standard Operating Procedures

Richland County has made a concerted effort to increase operator training and update and maintain the Standard Operating Procedures (SOP) for the treatment facility. These improvements extend into the laboratory to improve operator feedback and process management. The updating and improvement of the SOP is a continuous effort on behalf of the staff. The current SOP is adequate for the overall operation of the plant.

## 2.2 REVIEW OF VIOLATIONS

As outlined in the Consent Order, the WWTP reported violations in January, April, and May of 2018 for BOD, TSS, and E. coli. The Position Statement from Richland County provided a detailed review of the violations, provided changes resulting from the violation, and addressed additional measures to continue to address the issues. One of the additional measures included contracting for an independent review of the violations, the facility, and the response. A brief review of the responses is included below.

### January 2018 - Violations for BOD, TSS

During the month of January 2018, a period of excessive cold weather illuminated weaknesses in cold weather protection with a number of systems. Valves and piping on the SBR system were inadequately insulated and heat traced for the conditions and the result was excessive solids inventory in the SBR process. Excessive cold also provides challenges for the overall operation of the treatment process. The staff has remedied the issues with proper protection of piping, a recognition of the issues that occur during cold periods and the development of an SBR Solids Management Plan.

### April 2018 - Violations for BOD, TSS, E. coli

Several issues occurred during the month of April at the Richland County facility. The first occurred during the early part of April when repairs were being made to equipment and the system was operating in a two-basin mode. The SBR process monitors levels within the basins throughout the treatment cycle and makes process selections based on the operational characteristics of the system. During the early part of April with the system operating in two-basin mode, the SBR system interpreted levels within the SBRs to be excessive and switched into the Storm Mode cycle. During this cycle, this advance in the operational sequence results in the discharge of unsettled effluent from the SBR process at times. The result was a quantity of water that was discharged to the UV system and was picked up by the composite sampler that resulted in violations for BOD, TSS and E. coli.

The second occurrence was in mid-April when a severe thunderstorm resulted in damage to the control system for the effluent flow meter. The UV disinfection system is paced off of flow from the effluent flow meter. Recognizing zero flow from the damaged effluent flow meter, the UV system was not operational resulting in discharge of undisinfecting water at that time. The damage to the flow metering system was not recognized until after regular sampling had occurred at the plant.

### May 2018 - Violations for BOD, TSS, E. coli

The first violation in May occurred as a result of a discharge of an oily substance in late April. During the latter parts of April, the operator observed an oily film on one of the SBR units. The system was taken offline and the basin was manually decanted to slowly remove the oily effluent from the basin. The plant was in compliance in late April for BOD and TSS. During sampling in the early part of May, the plant was out of compliance

for E. coli and upon cleaning the UV units, it was noticed that the oily film had been applied to the tubes resulting in a failed E. coli sample. The units were taken out of service, properly cleaned, and placed back into service.

In mid-May, the failure of a control valve in the SBR process allowed air to be continuously applied to the SBR basin which resulted in a fully mixed condition during periods of the SBR process when settling and decanting occur. The result was a discharge of mixed liquor that resulted in violations for BOD, TSS, and E. coli. The operator continued to address issues with the operation of the control valve and in late May the valve operator was completely replaced.

#### June 2018 - Violations for E. coli

During the month of June, a two-phased improvement plan for the UV disinfection system was implemented. During the modifications for Phase 2, the original UV system had a failure prior to the new system being operational. The issue was a result of a loose wire in the control panel that caused the failure of the system, which resulted in an E. coli violation.

During each of the violations listed above, the operations staff immediately made modifications to the process and implemented plans to prevent the occurrence in the future. The systems involved will be discussed below.

#### SBR System

The SBR system is an automated process that requires the proper operation of all of the systems included. Failure of these systems can result in violations to the NPDES permit discharge limits. Richland County has entered into discussions beginning last summer with Aqua Aerobic for the review and repair or replacement of required equipment within the treatment process. While the system has the ability to operate in three-basin and even two-basin mode, the goal is to keep all four basins fully operational at all times. As a part of the Corrective Action Plan, a complete detailed review of all of the SBR equipment and processes will be completed with the development of a phased implementation program for the repair and replacement of needed equipment.

The staff at the Broad River WWTP has implemented Standard Operating Procedures that will benefit the overall operation of the SBR process. One example is the Solids Management Plan that was included in the October 2018 Position Statement. The staff has recognized the importance of both physical observation and the use of instrumentation to assist the operator in recognizing issues that may occur during the process.

#### UV Disinfection

A number of improvements have been made to the UV disinfection system that will benefit the overall operation of the plant. The implementation of two fully redundant trains with isolation valves will ensure the operations staff that a fully functional UV system is available at all times in the event of problems with the operation of the system. The staff has also implemented a routine cleaning program for the UV system. The tubes for the bulbs must be cleaned on a regular basis and through observation of the tubes, the staff will be able to determine if additional cleanings need to occur or when the tubes need to be replaced. Use of the automated controls within the UV system will also provide the operations staff with feedback to ensure that proper disinfection is occurring for the treatment system.

Overall Operation

The staff has also recognized that routine maintenance of the cascade aeration system is necessary for proper operation and to provide an accurate sampling of the final effluent. The staff has implemented a cleaning schedule for the step aeration system. The proposed improvements will include a removable cover over the top of the basin to reduce the amount of light that impacts the growth of algae on the step aeration system.

## SECTION 3 CONCLUSIONS AND RECOMMENDATIONS

### 3.1 CONCLUSIONS

The violations that occurred at the Richland County Broad River WWTP in 2018 were primarily the result of equipment issues that were not recognized and addressed prior to the violations occurring. Following each occurrence, the staff has analyzed the issue and implemented changes in the operation or improvements to the equipment or systems to prevent a reoccurrence.

There is not a way to prevent issues from occurring. The goal is to provide a monitoring system consisting of personal observation and equipment feedback that can alert the staff when issues have occurred. The development of operational procedures that result in scheduled review of the equipment and operations is also critical. These reviews can incorporate check lists that require routine observation of the equipment will not only alert the staff to immediate issues but also allow the staff to track the condition and operation of equipment. One example is observing the condition of the tubes during the routine cleaning of the UV system. Tracking physical observations with readings from the UV units can provide a background that can then be used to alert the staff to any changes in the system.

The application and use of instrumentation are critical in this facility. The SBR treatment system has the ability to provide exceptional treatment and meet low discharge limits, and the instrumentation provides feedback to the staff to monitor the system.

One of the advantages of the Aqua Aerobic system is that each tank operates independent from the remaining three. Flow is applied to one individual basin until the proper volumes are achieved and then flow is diverted to another basin. Each of these cycles can extend for several hours which allows the staff to isolate a basin in the event of an issue such as the oil discharge into the system. The use of observation and instrumentation will allow the staff to recognize any problems in the individual basins.

### 3.2 RECOMMENDATIONS

The Position Statement presented in October 2018 outlines the responses and operational modifications that have been implemented to address the violations that occurred in 2018. Moving forward, this CAP will implement the following three additional projects:

#### 3.2.1 Control System Recommendations (Project #1)

The controls for the SBR system will be upgraded as necessary to provide operator feedback. The control system has the ability to provide the operator with insight into conditions that are related to the overall operation of the SBR and UV systems. This relates to DO control, pH, and the current status of the SBR process. As discussed previously, in some cases, the SBR interprets equipment issues (such as the lack of properly decanting) as storm conditions and switches into Storm Mode, an operational program that accelerates the cycles that are processed each day. At times, this can result in discharge of untreated or partially treated mixed liquor to the UV system that can impact the operation of the UV disinfection system and be collected in the composite sampler. Richland County will work with Aqua Aerobic to determine alternates to the Storm Mode function and provide notifications to the operator when a system goes into Storm Mode.

3.2.2 Emergency Storage Lagoon (Project #2)

The overflows from treatment basins and the headworks can be directed to the existing emergency storage lagoon. The emergency storage lagoon will be utilized to handle any excess flows or as an option to discharge partially treated flows during Storm Mode or upset operations. Flow from the emergency storage lagoon shall be returned to the headworks at the appropriate time. Changes to the piping and pump systems, in conjunction with Project #1 control changes, will allow excess flows to automatically be transferred to the emergency storage lagoon.

3.2.3 Aeration Basins Dissolved Oxygen Probes (Project #3)

While these probes are in use, they need to be serviced and calibrated. The County will contract with a company to service and calibrate the probes.

3.2.4 Implementation Schedule

Implementing Project #3 will be on a separate track and will be completed by May 31, 2019. The implementation of Projects #1 and #2 will require the selection of a consultant and coordination for the design activities. The following is the proposed schedule:

Consultant Selection	5 Months
Design and Coordination with SBR Manufacturers	4 Months
Permitting	3 Months
Bidding	2 Months
Award of Bid	3 Months
Construction Activities	12 Months

The proposed improvements will be completed by July 2021.

APPENDIX A  
CONSENT ORDER



December 5, 2018

**FIRST CLASS and**  
**CERTIFIED MAIL – 9214 8969 0099 9790 1413 4801 41**

Mr. Shahid Khan  
Richland County  
7525 Broad River Road  
Columbia, SC 29063

Re: **Consent Order 18-050-W**  
**Richland County Broad River Road WWTF**  
NPDES Permit SC0046621  
Richland County

Dear Mr. Khan:

Enclosed, please find fully executed Consent Order 18-050-W for the above referenced facility. The Order is considered executed on November 30, 2018.

If you have any questions, please contact me at (803) 898-1768 or by e-mail at shawah@dhec.sc.gov.

Sincerely

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water - WP Control Division  
WP Compliance and Enforcement Section

cc: Melanie Hindman, SCDHEC, WP Compliance and Enforcement Section  
Veronica Barringer, SCDHEC, EA Midlands Region, Columbia Office  
Weijia Hu, SCDHEC, Water Facilities Permitting

Attachment as stated

**THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

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**IN RE: RICHLAND COUNTY/BROAD RIVER WWTF  
RICHLAND COUNTY**

---

**CONSENT ORDER**

**1 8 - 0 5 0 - W**

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Richland County owns and is responsible for the proper operation and maintenance of its Broad River wastewater treatment facility (WWTF), located at 1183 Shadywood Lane, in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.

Richland County failed to comply with the permitted limitations for biochemical oxygen demand (BOD), *Escherichia coli* (E. coli), and total suspended solids (TSS) contained in National Pollutant Discharge Elimination System (NPDES) Permit SC0046621.

In accordance with approved procedures and based upon discussions with agents of Richland County on October 3, 2018, the parties have agreed to the issuance of this Order to include the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Richland County owns and is responsible for the proper operation and maintenance of its Broad River WWTF located at 1183 Shadywood Lane in Richland County, South Carolina. The WWTF serves the residences and businesses in its designated service area.
2. The South Carolina Department of Health and Environmental Control (Department) issued NPDES Permit SC0046621 to Richland County, authorizing the discharge of treated



- wastewater into the Broad River, in accordance with the effluent limitations, monitoring requirements, and other conditions set forth therein. The permit was reissued effective April 1, 2018, and expires March 31, 2023.
3. Richland County and the Department entered into Consent Order 15-011-W, executed on February 15, 2015, as a result of violations of the permitted discharge limits for fecal coliform (FC). The Consent Order required the submittal of a corrective action plan (CAP), a capacity, management, operation and maintenance audit (cMOM), and a civil penalty. Richland County submitted the CAP, cMOM audit, and paid the penalty as required by the Consent Order. Richland County is currently making improvements to its collection system, and submits quarterly updates to the Department. Consent Order 15-011-W remains in effect.
  4. Richland County reported violations of the permitted discharge limits for BOD and TSS on discharge monitoring reports (DMRs) submitted to the Department for the January 2018, April 2018, and May 2018 monitoring periods. Richland County reported violations of the permitted discharge limits for E. coli on DMRs submitted to the Department for the April 2018, May 2018, and June 2018 monitoring periods.
  5. On March 2, 2018, Department staff issued a Notice of Violation (NOV) to Richland County for the BOD and TSS violations reported on the DMR submitted to the Department for the January 2018 monitoring period. As Richland County had included an explanation for the violations on the DMR, citing poor solids management as the reason for the violations, no response was required. The NOV was delivered on March 5, 2018.
  6. In a letter to the Department dated May 15, 2018, Richland County addressed violations of permitted discharge limits for TSS, BOD, and E. coli during the April 2018 monitoring

period. In the letter, Richland County explained that it had attempted to run its WWTF in dual mode while making repairs to the sequencing batch reactor basins. The letter stated that the WWTF defaulted to storm mode and wastewater that was not fully treated was discharged. Richland County stated it then went back to a three (3) basin mode of operation, and returned to compliance with the permitted discharge limits. Also in the letter, Richland County stated E. coli violations were detected on three (3) days during the April 2018 monitoring period. These violations were attributed to the WWTF being in storm mode, a power surge which caused failure of the ultraviolet (UV) system, and a slug of oil and grease that was illegally dumped in Richland County's collection system.

7. On June 22, 2018, Department staff issued a NOV to Richland County for the BOD, TSS, and E.coli violations reported on the DMR submitted to the Department for the April 2018 monitoring period. As explanations for the violations were provided in Richland County's letter dated May 15, 2018, no response was required. The NOV was delivered on August 6, 2018.
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Richland County to discuss the BOD, TSS, and E. coli violations cited above. Among those in attendance were Mr. Shahid Khan, Utilities Department Director, and Mr. Joel Wood, a consultant. Mr. Wood submitted to the Department a document detailing the corrective actions already taken to meet the permitted discharge limits for BOD, TSS, and E.coli. Mr. Wood read through the document, explaining each of the corrective actions in detail. In addition to equipment replacement and repairs, and adding a second UV system, Mr. Wood stated that Richland County has begun holding bi-weekly meetings with essential staff, and contracted with the equipment vendors to conduct annual inspections of the equipment and to train new staff on proper equipment operation procedures. Mr. Khan stated that most of the violations cited in the Findings above were due to circumstances beyond Richland County's control, such as a powerful storm, unusually cold weather, a computer malfunction, and a slug of oil and grease that entered the WWTF from an unknown source. The possibility of a Consent Order containing a civil penalty was discussed.

### **CONCLUSIONS OF LAW**

Based upon the above Findings of Fact, the Department reaches the following Conclusions of Law:

1. Richland County violated the Pollution Control Act, S.C. Code Ann. § 48-1-110(d) (2008 & Supp. 2017) and Water Pollution Control Permits Regulation 3 S.C. Code Ann. Regs. 61-9.122.41(a) (2011), in that it failed to comply with the BOD, TSS, and E. coli effluent limitations of NPDES Permit SC0046621.
2. The Pollution Control Act, S.C. Code Ann. § 48-1-330 (2008), provides for a civil penalty not to exceed ten thousand dollars (\$10,000.00) per day of violation for any person violating

the Act or any rule, regulation, permit, permit condition, final determination, or Order of the Department.

**NOW, THEREFORE, IT IS ORDERED, CONSENTED TO AND AGREED**, pursuant to the Pollution Control Act, S.C. Code Ann. § 48-1-50 (2008 & Supp. 2017), and S.C. Code Ann. § 48-1-100 (2008 & Supp. 2017), that Richland County shall:

1. Within sixty (60) days of the execution date of this Order, submit to the Department a Corrective Action Plan (CAP) and a schedule of implementation, reporting the corrective actions that have been taken and corrective actions planned to adequately address the potential source(s) contributing to the BOD, TSS, and E. coli violations. The schedule of implementation shall include specific dates or timeframes for the completion of each action and details as to how each action effectuates compliance with effluent discharge limits of NPDES Permit SC0046621. The schedule of implementation of specific corrective action steps proposed under the CAP shall be evaluated by the Department and, upon Department approval, the schedule(s) and corrective actions shall be incorporated into and become an enforceable part of this Order.
2. Within thirty (30) days of the execution date of this Order, pay to the Department, a civil penalty in the amount of four thousand three hundred forty dollars (**\$4,340.00**).

**PURSUANT TO THIS ORDER**, communications regarding this Order and its requirements, including civil penalty payments, shall be addressed as follows:

Anastasia Shaw, Enforcement Project Manager  
SCDHEC, Bureau of Water - WP Enforcement Section  
2600 Bull Street  
Columbia, South Carolina 29201

The Order number should be included on all checks remitted as payment of the civil penalty.

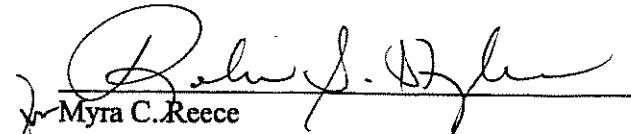
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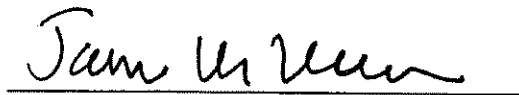
**THE PARTIES UNDERSTAND** that the “execution date” of the Order is the date the Order is signed by the Director of Environmental Affairs.

**[Signature Page Follows]**


FOR THE SOUTH CAROLINA DEPARTMENT  
OF HEALTH AND ENVIRONMENTAL CONTROL

  
Myra C. Reece  
Director of Environmental Affairs

Date: 11/30/2018

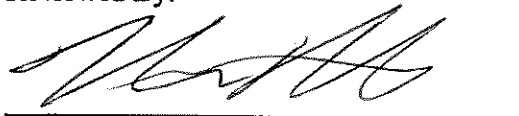
  
James M. Marcus, PhD, Chief  
Bureau of Water

Date: 11-28-18

  
Randy Stewart, Director  
Water Pollution Control Division  
Bureau of Water

Date: 11/27/18

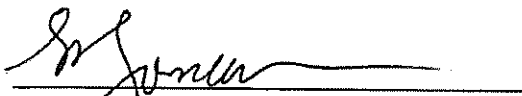
Reviewed By:

  
DHEC Legal Counsel

Date: 11/29/2018

**WE CONSENT:**

**RICHLAND COUNTY**

  
Edward Gomeau  
Interim County Administrator

Date: 11-26-18

**APPENDIX B  
POSITION STATEMENT**

**RICHLAND COUNTY  
UTILITIES DEPARTMENT**

7525 Broad River Road  
Irmo, SC 29063



October 3, 2018

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water – WP Control Division  
WP Compliance and Enforcement Section  
SC Department of Health and Environmental Control  
2600 Bull St.  
Columbia, SC 29201

RE: **Response to Notice of Alleged Violation**  
Richland County/Broad River WWTF  
NPDES Permit SC0046621  
Richland County

Ms. Shaw,

Enclosed is our statement concerning the notice of alleged violations. This is to provide you the extenuating information that led to the alleged violations and the steps we've taken to prevent further violations.

I am requesting to not overlook these factors we put forth for you when making decision.

Your consideration is greatly appreciated.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jessica Mancine".

Jessica Mancine, Manager of Administration

Enclosure: Statement

Cc: Shahid Khan  
Joel E. Wood



POSITION STATEMENT IN RESPONSE TO NOTICE OF ENFORCEMENT CONFERENCE  
OCTOBER 3, 2018

**HISTORY: VIOLATION OF BOD, TSS, FECAL COLIFORM**

During the month of January there was an extended period of sub-freezing temperatures which had an impact on the operation of the Broad River Regional Waste Water Treatment Plant (BRRWWTP). Valves were continually freezing, and the cold weather impacted the efficiency of the plant process. Because of the difficulty keeping the plant operating properly, the sludge management process was not optimal during this period of time which resulted in the comment on the DMR.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

To ensure that sound sludge management practices are followed, even in times of crisis caused by an unusual weather event, Richland County Utilities (RCU) has adopted the "Sequencing Batch Reactor Solids Management Plan". The plan has been implemented and adhered to since January. A copy of the plan is attached.

**ADDITIONAL MEASURES TAKEN:**

RCU is in the process of hiring an outside consultant to evaluate the BRRWWTP facilities and operating to make recommendations on operating procedures, Plant processes, and make recommendations for improvements to the Plant and operating procedures. RCU has also purchased insulation, unit heater, and heater tape to address future freeze. Operation measure has been also modified to allow future operators to take the necessary steps to keep the valves from freezing.

**HISTORY: VIOLATION OF TSS, BOD AND E.COLI**

On Thursday April 5, 2018 the BRRWWTP was placed in two basin mode while repairs were being made to two of the four basins. The plant was operating within all limits.

On Friday April 6, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The Plant was operating within all limits.

On Saturday April 7, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The Plant was operating within all limits.

On Sunday April 8, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The Plant was operating within all limits.

On Monday April 9, 2018 the BRRWWTP was operating in two basin mode while repairs were being made to two of the four basins. The flows for the month of April were monitored and were generally higher on Mondays with or without a rain event. At approximately 07:30, while conducting a routine inspection of the plant, it was noted that the level in the basins were rising but they were below the level where the process would go to "Storm Mode." At approximately 08:00, while the operator was observing the plant via the SCADA system, the automated system automatically went into "Storm Mode." In "Storm Mode" the decanter valves in the Sequencing Batch Reactor (SBR) immediately opened to 100% discharging the contents of the basin regardless of the phase of treatment the SBR was in. The operator immediately altered the settings in the system to revert back to the three-basin mode

thereby taking the system out of "Storm Mode". The compositor collected samples that tested outside of the discharge limits. The E.coli sample collected on April 9 tested outside of the discharge limits. On Tuesday April 10, 2018 the BRRWWTP was operating in three basin mode while repairs were being made to one of the four basins. The Plant violated the discharge limits for TSS and BOD. The E. coli limits were met.

On Wednesday April 11, 2018 the BRRWWTP was operating in three basin mode while repairs were being made to one of the four basins. The Plant was operating within discharge limits.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

RCU contacted Aqua-Aerobic Systems, Inc. to develop new settings for the automatic operation of the SBR system. These settings aid in preventing an automatic switch to "Storm Mode" when there is a rise in basin level within a predetermined basin level. In addition to above mentioned actions, RCU requested and received additional training from Aqua-Aerobic Systems, Inc. as well as secured annual training on SBR process control and equipment operation and maintenance. RCU will only operate in a two-basin mode in an extreme emergency.

**ADDITIONAL MEASURES TAKEN:**

RCU is in the process of hiring an outside consultant to evaluate the BRRWWTP facilities to make recommendations to improve operation and maintenance procedures throughout the plant.

**HISTORY: VIOLATION OF E.COLI**

On April 16, 2018 the plant experienced a severe thunderstorm containing high winds that caused damage to the main building. There was a tree that blew over a power line and caused an interruption in power to the SCADA system. Additionally, the wind caused damage to the cover of the flow meter that activates the UV system. During the inspection of the plant and while restoring the BRRWWTP to normal operation, it was discovered that the UV system was not operating. Upon closer examination of the damage to the flow meter, it was found that the cover to Parshall flume was blown off, causing the wire to the flow meter to be cut. The debris was cleared from the area and the wire was repaired which allowed the UV system to be returned to proper automatic operation. An E.Coli sample was collected at the routine time, prior to storm damage being assessed and systems being restored. This resulted in a violation of the daily maximum discharge limit for E. coli. After the system was returned to normal operation the plant met discharge limits.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The BRRWWTP staff has reviewed its procedures for restoring the plant to normal operating conditions after a major storm. This is to ensure all employees are familiar with the procedures to assess damage to the plant and the procedures to restore the plant to normal operating conditions following a storm event.

**ADDITIONAL MEASURES TAKEN:**

The BRRWWTP staff conducts a bi-weekly meeting to discuss any concerns with operation and maintenance of the system.

**HISTORY: VIOLATION OF E.COLI**

On April 26, 2018 an operator observed an unusual color on the surface of SBR #3 and an unusual odor. Over a period of time, the biological life in SBR #3 declined.

On April 27, 2018 a sample from SBR #3 was analyzed for oil and grease by a contract lab. The results of the analysis confirmed a higher concentration of oil and grease than normally observed in the plant influent. TSS was analyzed on April 30 2018 and the effluent discharge limits were not met for April 27, 2018.

On April 28, 2018 SBR #3 was taken off line due to concerns of violating discharge limits and the basin was filled in an effort to dilute the contaminants present in the basin.

On April 29, 2018 SBR #3 was off line.

On April 30, 2018 SBR #3 was slowly, manually decanted under constant observation, and then put out of service. Discharge limits were met.

On May 1, 2018 SBR #3 was out of service. Discharge limits were met.

On May 2, 2018, an E. Coli sample was taken and analyzed the next day. Upon receiving a high E.coli result operations conducted an in depth inspection of the UV system, and an oily film was found on the UV bulbs and the on the walls of the UV channel. Later contract lab analysis of the oily film revealed an unidentifiable mixture of components, possibly various solvents or cleaning materials, had contaminated the SBR and subsequently the UV system. The UV system was cleaned, and E. coli limits were met.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The BRRWWTP staff instituted a scheduled full cleaning weekly of the UV and the effluent cascades. In addition, the staff received training from Aqua Aerobic Systems, Inc. on how to immediately halt a questionable decant.

**ADDITIONAL MEASURES TAKEN:**

The BRRWWTP staff, with training from Aqua Aerobic Systems, Inc., conduct multiple inspections of the UV and effluent cascades during the week.

### **HISTORY: VIOLATION OF E.COLI AND TSS**

On May 15, 2018 an air actuator valve failed in the open position overnight which caused the solids in SBR #3 not to settle properly. The TSS and BOD discharge limits were met however, there was a violation of E.coli. A valve technician from the Perkinson Company was called and they responded within a few days to perform a check and reset of the valve. The air actuator valve issue seemed to be resolved at this time.

On May 28, 2018 at 07:28 during a routine inspection of the plant an operator observed that the air valve actuator in SBR #3 had failed in the open position again. This failure of the air actuator allowed solids to be discharged by a decant due to lack of settling of the solids caused by air flow to the SBR during the settle phase. A violation of the discharge limits for the weekly average of TSS occurred due to this event. The air valve actuator was exercised by an operator and appeared to be functioning properly.

On May 29, 2018 during a routine inspection of the plant an operator observed that the air valve actuator in SBR #3 failed in the closed position. This failure resulted in improper treatment due to lack of diffused air and thus violation of the discharge permit for E.coli.

On May 30, 2018 a technician from the Perkinson Company made a service call to replace the automatic air valve actuator in SBR #3.

### **CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The BRRWWTP staff has reviewed the procedures for establishing emergency contact of outside service technicians to correct equipment failures when they occur during off duty hours. In addition, the staff has assessed the equipment and where possible stocked replacement parts to allow quick onsite repairs to be made to correct equipment failures.

### **ADDITIONAL MEASURES TAKEN:**

The BRRWWTP staff has reviewed the On- Call contacts of vendors that provide service technicians to repair valves, electronics, and electrical components.

POSITION STATEMENT IN RESPONSE TO NOTICE OF ENFORCEMENT CONFERENCE  
OCTOBER 3, 2018

**HISTORY: VIOLATION OF E.COLI**

On June 11, 2018 RCU was implementing a two phased improvement plan for the UV system. Phase I was conducted to rehabilitate the existing system by upgrading the equipment. Phase II was conducted to install a redundant system. Phase II was not complete when a failure of the Phase I UV system occurred. When a failure was observed on the Phase I UV system, staff immediately notified the UV contractor and they responded to conduct a check of the system. During this inspection a loose phase wire coming into the control panel was discovered, causing the UV not to activate during discharge. The wire was tightened by the contractor, and the system returned to normal operation.

**CHANGES RESULTING FROM THE NOTICE OF VIOLATION:**

The Phase II UV system was put in service on June 12, 2018.

**ADDITIONAL MEASURES TAKEN:**

Training was provided to lab staff on recognizing the proper functioning of the UV system and how to document issues when they occur.

## Sequencing Batch Reactor Solids Management

### Purpose:

To consistently maintain sludge volume and concentration levels

### Goals:

**Volume:** The sludge blanket levels should be kept in the 7' to 9' range, with 10' being an absolute high level. This parameter should be able to be achieved by proper use of the sludge wasting pumps at the end of each cycle

**Concentration:** The sludge concentration of each individual basin will vary, but should be kept in the 3000 mg/l to 4000 mg/l range. Through the proper use of settleometers and performing TSS analysis on a regular basis, the sludge concentration should be able to be kept in an appropriate range.

### Settleometer Basics:

Pour 1000 ml of sample into the settleometer, stir well, with the use of a timer, and settleometer graphing sheet, record the solids level in five minute increments for the first thirty minutes, then for the last thirty minutes record the level at ten minute increments, and then connect the points with lines between each point.

### TSS Analysis Basics:

Weigh the glass filter, filter DI water through glass filters to condition filters, weigh again, allow them to dry for one hour, weigh filter and record weight before using, filter set amount of designated basin water through filter, weigh and record weight, allow filter to dry in drying oven for one hour, remove and place in desiccator for one hour, weigh and record filter weight.

Using standard TSS formula,  $TSS = (A - B) * 1000000 / \text{sample volume}$  where **A** is the tare weight + residual and **B** is the tare weight, record the results.

Typical filtered amounts for SBR 1-4 is 5 ml, influent sample is 20 ml



July 19, 2019

**First Class and Certified Mail – 9214 8969 0099 9790 1415 3906 46**

Mr. Shahid Khan  
Richland County  
7525 Broad River Road  
Columbia, SC 29063

Re: Corrective Action Plan  
Consent Order # 18-050-W  
NPDES Permit # SC0046621  
Richland County

Dear Mr. Khan:

The Department has completed its review of the Corrective Action Plan (CAP), prepared by MBD Consulting Engineers, P.A. on behalf of Richland County, received on April 30, 2019, and amended on July 15, 2019. Based on the information provided, the CAP is hereby **Approved** effective July 19, 2019, and the following due dates have been incorporated into the Order:

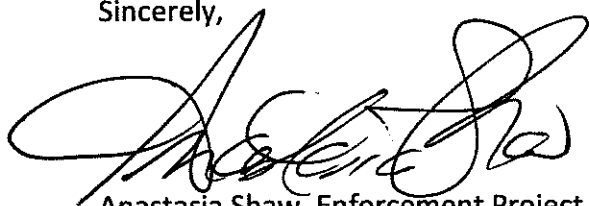
- 1) By September 1, 2019 – Submit to the Department an administratively complete construction permit application package addressing the improvements to the WWTF.
- 2) Begin construction within sixty (60) days of the issuance of the construction permit by the Department
- 3) Complete construction and request a Final Approval to Place into Operation from the Midlands EA Region within one hundred eighty (180) days of beginning construction.

Therefore, all scheduled work outlined in the CAP shall be completed on or before **LAST DAY OF SCHEDULE OF IMPLEMENTATION**, unless an amended CAP approval letter has been issued by the Department specifying a different date. These compliance dates have been incorporated into and are now enforceable parts of Consent Order # 18-050-W.

Corrective Action Plan  
Richland County  
July 19, 2019  
Page 2

If you have any questions, or would like to discuss this matter further, please call me at (803) 898-1768 or by electronic message at shawah@dhec.sc.gov. I will be happy to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anastasia Shaw', written in a cursive style.

Anastasia Shaw, Enforcement Project Manager  
Bureau of Water - WP Compliance and Enforcement  
SC Department of Health and Environmental Control

cc: Melanie Hindman, SCDHEC, WP Compliance  
Brenda Green, SCDHEC, Water Facilities Permitting  
Veronica Barringer, SCDHEC, Midlands EA Region  
Sonya Johnson, SCDHEC, Midlands EA Region  
Joseph McGougan, MBD Consulting Engineers, P.A.



<b>Submitted Bids</b>						
<b>Business</b>	<b>Schedule 1 Bid Total</b>	<b>Schedule 2 Bid Total</b>	<b>Lump Sum Deduct Bid</b>	<b>Submitted at</b>		<b>Signed by</b>
M.B. Kahn	NO BID	\$647,835.00	N/A	6/30/2020	1:49:56 PM	William Edmonds
McClam & Associates, Inc.	\$2,332,446.00	NO BID	N/A	6/30/2020	1:37:39 PM	Scott Nolff
Republic Contracting Corporation	\$1,677,725.00	\$667,000.00	\$2,314,725.00	6/30/2020	1:59:27 PM	John Deierlein
Haren Construction Company, Inc.	\$2,232,000.00	\$5,060,000.00	NO BID	6/30/2020	12:09:29 PM	Cindy Osborne



July 8, 2020

Ms. Jennifer Wladischkin, CPPM  
Richland County Government  
Finance Department  
Procurement Division  
2020 Hampton Street  
Columbia, SC 29201

RE: Broad River WWTP Process Systems Upgrade  
Recommendation of Award  
MBD Project No. 319012/400

Dear Ms. Wladischkin:

Bids for the Broad River WWTP Process Systems Upgrade project were received on June 30, 2020 through Richland County Government's Bid Express website and publicly read aloud. Three bids were received on Schedule 1 ranging from a low bid of \$1,677,725.00 to a high bid of \$2,332,446.00. The low bid for Schedule 1 was submitted by Republic Contracting Corporation of Columbia, South Carolina. Three bids were also received on Schedule 2 ranging from a low bid of \$647,835.00 to a high bid of \$5,060,000.00. The low bid for Schedule 2 was submitted by MB Kahn Construction Company. Republic Contracting Corporation provided a lump sum deduct in the amount of \$20,000.00 for awarding both schedules to the same contractor. With the lump sum deduct, Republic Contracting Corporation's total bid was the lowest at \$2,314,725.00.

We have reviewed the bids and the scope of work for the project and feel that the bids are reflective of the work involved for the construction of Broad River WWTP Process Systems Upgrade project. We therefore recommend that the project be awarded to Republic Contracting Corporation for a total amount of \$2,314,725.00.

If you have any questions or if we can provide additional information, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe McGougan', is written over a horizontal line.

Joseph W. McGougan, P.E.  
President



**Sidney J. Evering, II**  
*Counsel*  
Telephone: 803.253.8666  
Direct Fax: 803.255.8017  
sidneyevering@parkerpoe.com

Atlanta, GA  
Charleston, SC  
Charlotte, NC  
Columbia, SC  
Greenville, SC  
Raleigh, NC  
Spartanburg, SC

## Memorandum

**To:** Richland County Administrator and Council  
**From:** Sidney J. Evering, II  
**Date:** September 15, 2020  
**Re:** Village at Sandhill Improvement District

---

The Village at Sandhill Improvement District (“District”) was created pursuant to an Assessment Ordinance adopted by Richland County Council (“County”) on March 2, 2004. The District was formed to provide a revenue source to pay for certain infrastructure improvements within the District. Additionally, in March 2004 the County issued \$25,000,000 of its revenue bonds to be repaid from assessments imposed on properties within the District.

On an annual basis it is necessary for the County to update the assessment roll, which list the properties within the District, and impose the appropriate amount of assessment on each property as required to make the principal and interest payments due on the bonds and pay the administration expenses of the District.

The County hired a consultant, Municap, Inc. (“Municap”), to annually prepare an updated assessment roll and inform the County as to the amount of assessment to be imposed on each property. The assessment roll is to be amended each year to reflect:

- the current parcels in the district
- the names of the owners of the parcels
- the assessment for each parcel (including any adjustments to the assessments)
- the annual payment to be collected from each parcel for the current year
- any changes in the annual assessments
- prepayments of the assessments
- any other changes to the assessment roll

PPAB 5834364v1

Parker Poe Adams & Bernstein LLP 1221 Main Street Suite 1100 Columbia, SC 29201  
t 803.255.8000 f 803.255.8017 www.parkerpoe.com

Upon receipt of an updated assessment roll and annual report from Municap (usually received in September), the County will need to do the following:

1. Have the Auditor's office review the annual report and confirm the properties reflected on the updated assessment roll and the amount of assessment;
2. Send a resolution amending the assessment roll and imposing the assessment for the year in question to the Economic Development Committee for its review and approval;
3. Have County Council adopt said resolution;
4. Have the Treasurer's office list the assessments on the property tax bills that are generated for the District.



ADOPTED IN A MEETING DULY ASSEMBLED THIS \_\_\_\_\_ DAY OF OCTOBER,  
2019.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

(Seal)

ATTEST this the \_\_\_\_\_ day of October, 2020.

\_\_\_\_\_  
Clerk of Council

**VILLAGE AT SANDHILL IMPROVEMENT DISTRICT  
RICHLAND COUNTY, SOUTH CAROLINA**

**ANNUAL ASSESSMENT REPORT AND  
AMENDMENT OF THE ASSESSMENT ROLL FOR  
IMPOSITION OF ASSESSMENTS IN 2020 AND COLLECTION IN 2021**

Prepared By:

**MUNICAP, INC.**

Administrator of the Village at Sandhill Improvement District

September 14, 2020

**Village at Sandhill Improvement District  
Richland County, South Carolina**

**Annual Assessment Report and  
Amendment of the Assessment Roll for  
Imposition of Assessments in 2020 and Collection in 2021**

**INTRODUCTION**

The Village at Sandhill Improvement District (the “District”) was created pursuant to an Ordinance that was adopted by the Richland County Council on March 2, 2004 (the “Assessment Ordinance”), wherein the District was created and certain assessments were authorized to be imposed and collected within the District (the “Assessments”). The Village at Sandhill Improvement District Assessment Revenue Bonds, Series 2004, in the amount of \$25,000,000 were issued pursuant to (i) the Bond Ordinance, which was enacted by the Richland County Council on March 2, 2004, (ii) the County Public Works Improvement Act, codified as Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended, and (iii) a Master Trust Indenture, dated as of March 1, 2004, as supplemented by a First Supplemental Indenture of Trust, dated as of March 1, 2004, each by and between Richland County (the “County”) and Regions Bank, as trustee. The bonds are to be repaid from Assessments levied on each parcel of assessed property in the Village at Sandhill Improvement District (the “District”).

The Assessments have been imposed on the assessed property within the District pursuant to the Assessment Ordinance. As detailed within the Assessment Ordinance (including the “Assessment Roll” and the “Rate and Method of Apportionment of Assessments”) the Assessments are equal to the interest and principal on the bonds and estimated administrative expenses related to the bonds. The Assessments are due and payable each year as the Annual Assessment. An Annual Credit may be applied to the Annual Assessment each year. The resulting amount is equal to the Annual Payment, which is to be collected from the assessed property in the District.

As indicated in the Rate and Method of Apportionment of Assessments, the Assessment Roll is to be amended each year to reflect “(i) the current parcels in the district, (ii) the names of the owners of the parcels, (iii) the Assessment for each parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.” This report has been prepared to meet and record the required amendments to the Assessment Roll and to show the calculation of the 2020-2021 Annual Payment.

Capitalized but undefined terms used herein shall have the meaning as set forth in the Rate and Method of Apportionment of Assessments.

**ANNUAL ASSESSMENT**

The Annual Assessment is the portion of the Assessments due and payable each year on the Assessed Property with the District. The Annual Assessment imposed in 2020 for collection in 2021 is equal to \$1,711,751.00.



## ANNUAL PAYMENT

The Annual Payment is the amount due and payable from the Assessed Property within the District each year and is equal to the Annual Assessment less the Annual Credit. The Annual Credit is described in the next section.

## ANNUAL CREDIT

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement.

## ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement is defined as follows:

For any given year, the sum of the following, (1) regularly scheduled debt service on the bonds to be paid from the Annual Payments; (2) periodic costs associated with such bonds, including but not limited to rebate payments and credit enhancements on the bonds; and (3) Administrative Expenses; less (a) any credits applied under the bond indenture, such as interest earnings on any account balances, and (b) any other funds available to the district that may be applied to the Annual Revenue Requirement.

Table A provides a summary of the Annual Revenue Requirement for the 2020-2021 assessment year. Each of these numbers is explained in the following sections.

**Table A**  
**Annual Revenue Requirement 2020-2021 Assessment Year**

Interest payment on May 1, 2021	\$499,968.00
Interest payment on November 1, 2021	\$499,968.00
Principal payment on November 1, 2021	\$619,000.00
Total debt service payments	\$1,618,936.00
Administrative Expenses	\$49,000.00
Contingency	\$40,850.44
<i>Subtotal Expenses</i>	\$1,708,786.44
Principal Fund	(\$65.66)
Revenue Fund	(\$238,720.78)
<i>Subtotal Funds Available</i>	(\$238,786.44)
<b>Annual Revenue Requirement</b>	<b>\$1,470,000.00</b>

### Debt Service

Debt service includes the semi-annual interest payments due on May 1, 2021 and November 1, 2021. The outstanding Series 2004 Bonds have been reduced to a current balance of \$16,708,000.00. The outstanding Series 2004 Bonds will be reduced on November 1, 2020 by a regularly scheduled principal payment in the amount of \$580,000.00 which will reduce the balance to \$16,128,000.00. Accordingly, each semi-annual interest payment on the Series 2004 Bonds is \$499,968.00 and represents interest at an annual coupon of 6.20 percent on the estimated

outstanding bonds of \$16,128,000.00. There is a scheduled principal payment of \$619,000.00 on the bonds on November 1, 2021. As a result, total debt service is \$1,618,936.00.

Administrative Expenses

Administrative Expenses generally include the fees of the trustee, the Administrator of the District (MuniCap, Inc.) and the County’s legal counsel, plus additional County expenditures. The annual fee of the trustee is estimated to be \$3,500.00. The cost of the Administrator for calendar year 2021 is estimated to be \$20,000.00. The cost of the County’s bond counsel for calendar year 2021 is estimated to be \$12,500.00. The County’s additional expenditures for calendar year 2021 are estimated to be \$13,000.00. As a result, total Administrative Expenses for calendar year 2021 are estimated to be \$49,000.00.

Contingency

A contingency, equal to approximately 2.5 percent of the sum of the annual debt service and specifically estimated Administrative Expenses, has been added in the event of unanticipated Administrative Expenses.

Revenue Fund

As of July 31, 2020, the balance in the Series 2004 Revenue Fund was \$1,361,668.78. Debt service expenses, including an interest payment and a principal payment on the Series 2004 Bonds, will be paid on November 1, 2020. The November 1, 2020 interest payment on the Series 2004 Bonds is \$517,948.00, which is equal to interest at 6.20 percent for six months on the current outstanding principal balance of \$16,708,000.00. The November 1, 2020 principal payment on the Series 2004 Bonds is \$580,000.00. As such, the total debt service to be paid on November 1, 2020 equals \$1,097,948.00. Additionally, it is estimated that \$25,000.00 of funds will be utilized for administrative expense through the end of calendar year 2020. Following these expected uses, \$238,720.78 is estimated to be available to pay debt service for the 2020-2021 assessment year, as shown in Table B below.

**Table B**  
**Estimated Available Funds in the Revenue Fund**

Revenue Fund balance as of July 31, 2020	\$1,361,668.78
Interest payment on November 1, 2020	(\$517,948.00)
Principal payment on November 1, 2020	(\$580,000.00)
Estimated Administrative Expenses through December 31, 2020	(\$25,000.00)
<b>Estimated available funds in the Revenue Fund</b>	<b>\$238,720.78</b>

**CALCULATION OF THE ANNUAL CREDIT**

The Annual Credit for each year is equal to the Annual Assessment less the Annual Revenue Requirement. A summary of the Annual Credit is shown in Table C below.

**Table C**  
**Annual Credit**

	<b>2020-21 Assessment Year</b>
Annual Assessment	\$1,711,751.00
Annual Revenue Requirement	\$1,470,000.00
<b>Annual Credit</b>	<b>\$241,751.00</b>

**CALCULATION OF THE ANNUAL PAYMENT**

The Annual Payment each year is equal to the Annual Assessment less the Annual Credit. The calculation of the Annual Payment is shown in Table D below.

**Table D**  
**Annual Payment**

	<b>2020-21 Assessment Year</b>
Annual Assessment	\$1,711,751.00
Annual Credit	\$241,751.00
<b>Annual Payment</b>	<b>\$1,470,000.00</b>

**ALLOCATION OF THE ANNUAL ASSESSMENT AND ANNUAL PAYMENT**

Both the Annual Assessment and Annual Payment are allocated to Parcels in the District pro rata in accordance with each Parcel's Principal Portion of Assessments (excluding the portion of the Parcel's Principal Portion of Assessments that has been billed in prior years and remains uncollected). Each Parcel's Annual Assessment and Annual Payment are shown on Appendix A-2, attached hereto.

**UNCOLLECTED ANNUAL PAYMENT FROM PRIOR YEARS**

The County reported on September 10, 2020 that with the exception of the outstanding Annual Payments specified in Table E below, all previously billed Annual Payments have been collected.

**Table E**  
**Unpaid Annual Payments from Prior Years**

Parcel Identification	Tax Year	Owner	Amount
22900-02-42	2013	Village at Sandhill, LLC	\$13,579.72
22900-02-42	2014	Village at Sandhill, LLC	\$10,968.23
22900-02-42	2015	Village at Sandhill, LLC	\$13,603.94
22900-02-42	2016	Village at Sandhill, LLC	\$13,584.89
22900-02-42	2017	Saluda Dam, LLC	\$12,243.74
22900-02-42	2018	Saluda Dam, LLC	\$13,515.82
22900-02-42	2019	Village at Sandhill, LLC	\$13,476.07
<b>Total</b>			<b>\$90,972.41</b>

**AMENDMENT OF THE ASSESSMENT ROLL**

The County Council shall amend the Assessment Roll each year to reflect (i) the current Parcels in the District, (ii) the names of the owners of the Parcels, (iii) the Assessment for each Parcel (including any adjustments to the Assessments), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments, and (vii) any other changes to the Assessment Roll.

The required amendments to the Assessment Roll are explained below and shown in Appendix A-1 and Appendix A-2.

Apportionment of Assessments upon the Subdivision of a Parcel

According to the Rate and Method of Apportionment of Assessments, “Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be allocated to each new Parcel in proportion to the Equivalent Acres of each Parcel and the Assessment for the undivided Parcel prior to the subdivision. The allocation of the Assessment shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment of the new Parcel;
- B = the Assessment of the subdivided Parcel prior to the subdivision;
- C = the Equivalent Acres of the new Parcel; and
- D = the sum of the Equivalent Acres for all of the new Parcels that result from the subdivision.”

According to the Rate and Method of Apportionment of Assessments, Equivalent Acres are calculated by multiplying the estimated Net Acres by the appropriate factor. The appropriate factor to use is determined by the Class of the acreage. The Class of the acreage is determined by the expected use of the acreage (either retail, residential or office). This approach allows the assessment allocation to be based on “the value of the improvements contributed to each class of property,” as explained in the March 29, 2004 Assessment Report. This approach is consistent with how the Assessments were initially allocated.

This report has been prepared to record the allocation of the Assessments pursuant to the formula and calculation of Equivalent Acres described above.

On September 9, 2020, the County reported that during calendar year 2019, two new Parcels of real property were created in the District as a result of two subdivisions. The allocation of the Assessments to the Parcels resulting from these two subdivisions, calculated in accordance with the Rate and Method of Apportionment of Assessments, are detailed below.

*Subdivision #1 - Parcel R22900-02-09A*

Parcel R22908-07-01, a 0.97-acre Parcel created as a detention pond and owned by a property owner's association, was created in 2019 from a subdivision of Parcel R22900-02-09A. The new Parcel, R22908-07-01, has zero Equivalent Acres (based on its use as a detention pond and ownership by a property owner's association), calculated in accordance with the Rate and Method of Apportionment of Assessments. The allocation of the Assessments to the resulting Parcels from this subdivision is shown in the table below (please note that the Equivalent Acres for R22900-02-09A is the same amount utilized in the most recent subdivision of this Parcel from 2017).

**Table F**  
**Allocation of Assessments – Subdivision of Parcel R22900-02-09A**

<b>Parcel Identification Number</b>	<b>Equiv. Acres</b>	<b>% of Total Equiv. Acres</b>	<b>Principal Portion of Assessments</b>	<b>Total Assessments</b>
<u>Before Subdivisions</u>				
R22900-02-09A			\$377,819.32	\$629,760.70
<u>After Subdivisions</u>				
R22900-02-09A	5.337	100.0%	\$377,819.32	\$629,760.70
R22908-07-01	0.000	0.0%	\$0.00	\$0.00
<b>Total</b>	<b>5.337</b>	<b>100.0%</b>	<b>\$377,819.32</b>	<b>\$629,760.70</b>

*Subdivision #2 - Parcel R22900-02-38*

Parcel R22900-02-64, an 8.930-acre parcel of real property, was created in 2019 from a subdivision of Parcel R22900-02-38. The calculation of the Equivalent Acres for each of the resulting Parcels, made in accordance with the Rate and Method of Apportionment of Assessments and in consultation with representatives of the owners of the Parcels, is shown in Table G below. The allocation of the Assessments to the resulting Parcels from this subdivision, based on the Equivalent Acres of the two resulting Parcels, is shown in Table H below.

**Table G**  
**Calculation of Equivalent Acres – Subdivision of Parcel R22900-02-38**

Parcel (after 2019 subdivision)	Gross Acres	Split of Acres	Estimated Net Acres	Class	Allocation Ratio	Equivalent Acres	% of Total Equivalent Acres
<b>R22900 02 38</b>	10.790						
Split as follows:							
Private roadways, drainage, other non-developable land		1.950					
Class 1 Net Acres		7.550	7.550	1	1.00	7.550	
Class 2 Net Acres		1.290	1.290	2	0.58	0.748	
Total for R22900 02 38		10.790	8.840			8.298	51.7%
<b>R22900 02 64</b>	8.930						
Split as follows:							
Private roadways, drainage, other non-developable land		1.170					
Class 1 Net Acres		7.760	7.760	1	1.00	7.760	
Class 2 Net Acres		0.000	0.000	2	0.58	0.000	
Total for R22900 02 64		8.930	7.760			7.760	48.3%
<b>Totals</b>	<b>19.720</b>	<b>19.720</b>	<b>16.600</b>			<b>16.058</b>	<b>100.0%</b>

**Table H**  
**Allocation of Assessments – Subdivision of Parcel R22900-02-38**

Parcel Identification Number	Equiv. Acres	% of Total Equiv. Acres	Principal Portion of Assessments	Total Assessments
<u>Before Subdivisions</u>				
R22900-02-38			\$1,114,567.71	\$1,895,940.44
<u>After Subdivisions</u>				
R22900-02-38	8.298	51.7%	\$575,954.84	\$979,730.58
R22900-02-64	7.760	48.3%	\$538,612.87	\$916,209.85
<b>Total</b>	<b>16.058</b>	<b>100.0%</b>	<b>\$1,114,567.71</b>	<b>\$1,895,940.44</b>

The allocations of the Assessments described above are included in the attached Appendix A-2.

### Prepayments of the Assessments

There have been no prepayments of the Assessments since the prior version of this report.

### Other Amendments to the Assessment Roll

The updated Assessment Roll, consisting of Appendix A-1 and Appendix A-2, reflects(i) the current Parcels in the District, (ii) the names of the owners of the Parcels, as reported by the County on September 11, 2020), (iii) the Assessment for each Parcel (including any adjustments to the Assessments described above), (iv) the Annual Payment to be collected from each Parcel for the current year, (v) any changes in the Annual Assessments, (vi) prepayments of the Assessments (including the Mandatory Assessment Prepayment described above), and (vii) any other changes to the Assessment Roll.

### **SUMMARY**

The current Parcels in the District, the names of the owners of those Parcels, the Assessment for each Parcel (including the adjustments to the Assessments), the Annual Payment to be collected from each Parcel for the 2020-2021 assessment year, the changes in the Annual Assessments and the effect of any prepayments of the Assessments are shown in the Annual Assessment Roll, as amended, in Appendices A-1 and A-2 attached hereto.

In order to comply with the County's billing requirements, the Annual Payment on each Parcel has been rounded to the nearest cent. As a result of rounding, the aggregate Annual Payment billed to all Parcels for the 2020-2021 assessment year equals \$1,470,000.10.

Appendix A-1

ASSESSMENT ROLL  
ANNUAL ASSESSMENTS

Village of Sandhill Improvement District  
Richland County, South Carolina

Bond Year Ending Nov 1,	Principal	Interest and Administrative Expenses	Annual Assessment	Annual Credit	Annual Payment
2004	\$0	\$1,008,472	\$1,008,472	\$1,008,472	\$0
2005	\$0	\$1,650,000	\$1,650,000	\$1,595,000	\$55,000
2006	\$0	\$1,555,450	\$1,555,450	\$95,450	\$1,460,000
2007	\$286,000	\$1,555,450	\$1,841,450	\$141,450	\$1,700,000
2008	\$305,000	\$1,537,718	\$1,842,718	\$142,718	\$1,700,000
2009	\$324,000	\$1,518,808	\$1,842,808	\$92,808	\$1,750,000
2010	\$343,000	\$1,498,720	\$1,841,720	\$51,720	\$1,790,000
2011	\$366,000	\$1,477,454	\$1,843,454	\$18,454	\$1,825,000
2012	\$385,000	\$1,454,762	\$1,839,762	\$0	\$1,839,762
2013	\$413,000	\$1,430,892	\$1,843,892	\$0	\$1,843,892
2014	\$437,000	\$1,405,286	\$1,842,286	\$0	\$1,842,286
2015	\$432,000	\$1,279,867	\$1,711,867	\$223,867	\$1,488,000
2016	\$458,000	\$1,253,083	\$1,711,083	\$0	\$1,711,083
2017	\$484,000	\$1,224,687	\$1,708,687	\$0	\$1,708,687
2018	\$514,000	\$1,194,679	\$1,708,679	\$168,679	\$1,540,000
2019	\$550,000	\$1,162,811	\$1,712,811	\$12,811	\$1,700,000
2020	\$580,000	\$1,128,711	\$1,708,711	\$13,711	\$1,695,000
2021	\$619,000	\$1,092,751	\$1,711,751	\$241,751	\$1,470,000
2022	\$658,000	\$1,054,373	\$1,712,373		
2023	\$697,000	\$1,013,577	\$1,710,577		
2024	\$741,000	\$970,363	\$1,711,363		
2025	\$785,000	\$924,421	\$1,709,421		
2026	\$833,000	\$875,751	\$1,708,751		
2027	\$885,000	\$824,105	\$1,709,105		
2028	\$942,000	\$769,235	\$1,711,235		
2029	\$998,000	\$710,831	\$1,708,831		
2030	\$1,060,000	\$648,955	\$1,708,955		
2031	\$1,129,000	\$583,235	\$1,712,235		
2032	\$1,199,000	\$513,237	\$1,712,237		
2033	\$1,273,000	\$438,899	\$1,711,899		
2034	\$1,351,000	\$359,973	\$1,710,973		
2035	\$1,435,000	\$276,211	\$1,711,211		
2036	\$1,523,000	\$187,241	\$1,710,241		
<b>Total</b>	<b>\$22,005,000</b>	<b>\$34,580,008</b>	<b>\$56,585,008</b>	<b>\$3,806,891</b>	<b>\$27,118,710</b>

The principal amounts shown above reflect the actual principal payments to date and scheduled bond redemptions for future years but excludes the 2014 bond redemption from a mandatory assessment prepayment; see Appendix A-2 for the total amount of remaining Assessments and Principal Portion of Assessments, as well as each Parcel's remaining Assessment and Principal Portion of Assessments.



Village at Sandhill Improvement District

Appendix A-2

September 14, 2020 Special Assessment Roll

Tax Account Number	Owner (as reported by Richland County on September 11, 2019)	Total Assessment <sup>1</sup>	Principal Portion of Assessment <sup>1</sup>	2020-2021 Annual Assessment	2020-2021 Annual Credit	2020-2021 Annual Payment
R22900-02-05	VILLAGE AT SANDHILL LLC	\$352,210.65	\$207,054.30	\$21,976.91	\$3,103.80	\$18,873.11
R22900-02-06	PLEX INDOOR SPORTS LLC	\$1,095,840.87	\$644,212.67	\$68,377.26	\$9,656.94	\$58,720.32
R22900-02-07	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-08	30 WEST PERSHING LLC	\$1,126,517.60	\$662,246.61	\$70,291.40	\$9,927.27	\$60,364.13
R22900-02-09A	VILLAGE AT SANDHILL LLC	\$629,760.70	\$377,819.32	\$40,102.05	\$5,663.62	\$34,438.43
R22900-02-09B	BELK SANDHILL PROPERTY LLC	\$468,672.23	\$275,518.64	\$29,243.77	\$4,130.11	\$25,113.67
R22900-02-10	HD DEVELOPMENT OF MARYLAND INC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-11	VAS MOP LLC	\$332,331.22	\$195,367.76	\$20,736.49	\$2,928.62	\$17,807.87
R22900-02-12	VAS MOP LLC	\$318,697.11	\$187,352.67	\$19,885.77	\$2,808.47	\$17,077.29
R22900-02-13	SANDHILL COLUMBIA SC LLC	\$1,842,307.90	\$1,083,038.71	\$114,954.62	\$16,235.07	\$98,719.55
R22900-02-14	SANDHILL COLUMBIA SC LLC	\$826,567.37	\$485,914.69	\$51,575.38	\$7,284.00	\$44,291.38
R22900-02-15	SANDHILL CENTER LLC	\$652,732.58	\$383,722.32	\$40,728.60	\$5,752.11	\$34,976.49
R22900-02-16	SANDHILL CENTER LLC	\$1,043,008.72	\$613,154.20	\$65,080.69	\$9,191.36	\$55,889.33
R22900-02-17	SANDHILL CENTER LLC	\$349,373.84	\$205,386.62	\$21,799.90	\$3,078.81	\$18,721.10
R22900-02-18	SANDHILL CENTER LLC	\$388,571.87	\$228,430.00	\$24,245.75	\$3,424.23	\$20,821.51
R22900-02-19	SANDHILL CENTER LLC	\$698,747.68	\$410,773.24	\$43,599.81	\$6,157.61	\$37,442.20
R22900-02-20	SANDHILL CENTER LLC	\$131,228.22	\$77,145.22	\$8,188.26	\$1,156.43	\$7,031.83
R22900-02-21A	SANDHILL CENTER LLC	\$1,356,593.05	\$797,501.22	\$84,647.43	\$11,954.78	\$72,692.65
R22900-02-21B	SANDHILL CENTER LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-22	SANDHILL CENTER LLC	\$136,341.01	\$80,150.88	\$8,507.28	\$1,201.49	\$7,305.79
R22900-02-23	VAS FORUM II LLC	\$1,068,572.66	\$628,182.49	\$66,675.80	\$9,416.64	\$57,259.16
R22900-02-24	VAS HG LL	\$293,133.17	\$172,324.38	\$18,290.65	\$2,583.19	\$15,707.46
R22900-02-26	RICHLAND COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-27	VAS MOP LLC	\$293,133.17	\$172,324.38	\$18,290.65	\$2,583.19	\$15,707.46
R22900-02-28	VAS MOP LLC	\$235,188.24	\$138,260.26	\$14,675.06	\$2,072.56	\$12,602.50
R22900-02-33	FORUM CENTER OUTPARCEL LLC	\$364,712.20	\$214,403.59	\$22,756.97	\$3,213.97	\$19,543.00
R22900-02-34	GRG INVESTMENTS LLC	\$100,551.50	\$59,111.27	\$6,274.12	\$886.10	\$5,388.02
R22900-02-35	LACCBSC LLC	\$1,043,008.72	\$613,154.20	\$65,080.69	\$9,191.36	\$55,889.33
R22900-02-36	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-37	VAS APARTMENTS LLC	\$571,980.19	\$336,250.35	\$35,689.89	\$5,040.49	\$30,649.40
R22900-02-38	NORTH BAY UNDERWRITING COMPANY	\$979,730.58	\$575,954.84	\$61,132.32	\$8,633.73	\$52,498.59
R22900-02-39	VILLAGE AT SANDHILL LLC	\$606,244.12	\$356,393.11	\$37,827.86	\$5,342.44	\$32,485.42

R22900-02-40	SBMUNI CUST	\$35,178.58	\$20,680.45	\$2,195.04	\$310.01	\$1,885.03
R22900-02-41	TMW & ASSOCIATES (COLUMBIA)	\$83,255.96	\$48,943.74	\$5,194.93	\$733.68	\$4,461.25
R22900-02-42	RICHLAND COUNTY FORFEITED	\$218,107.17	\$128,218.80	\$13,609.25	\$1,922.04	\$11,687.21
R22900-02-43	VILLAGE AT SANDHILL LLC	\$320,401.37	\$188,354.56	\$19,992.11	\$2,823.49	\$17,168.62
R22900-02-44	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-46	VILLAGE AT SANDHILL LLC	\$189,023.05	\$111,121.10	\$11,794.48	\$1,665.74	\$10,128.75
R22900-02-47	VILLAGE AT SANDHILL LLC	\$191,045.89	\$112,310.27	\$11,920.70	\$1,683.56	\$10,237.14
R22900-02-48	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-49	VILLAGE AT SANDHILL LLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-50	BOND STREET FUND 14 LLC	\$111,131.27	\$65,330.81	\$6,934.27	\$979.33	\$5,954.94
R22900-02-51	SBLP COLUMBIA LLC	\$701,327.21	\$416,987.02	\$44,259.34	\$6,250.76	\$38,008.59
R22900-02-52	VILLAGE AT SANDHILL LLC	\$33,134.80	\$19,478.98	\$2,067.51	\$292.00	\$1,775.52
R22900-02-53	VILLAGE AT SANDHILL LLC	\$87,132.25	\$51,222.49	\$5,436.80	\$767.84	\$4,668.96
R22900-02-54	VILLAGE AT SANDHILL LLC	\$85,905.04	\$50,501.05	\$5,360.22	\$757.03	\$4,603.20
R22900-02-55	VILLAGE AT SANDHILL LLC	\$83,450.61	\$49,058.16	\$5,207.07	\$735.40	\$4,471.68
R22900-02-56	VILLAGE AT SANDHILL LLC	\$47,861.38	\$28,136.30	\$2,986.41	\$421.77	\$2,564.64
R22900-02-57	WITZLING DAVID	\$182,855.01	\$107,495.09	\$11,409.62	\$1,611.38	\$9,798.23
R22900-02-58	VILLAGE AT SANDHILL LLC	\$339,938.50	\$199,839.86	\$21,211.17	\$2,995.66	\$18,215.51
R22900-02-61	NORTH BAY UNDEWRITING COMPANY	\$269,676.13	\$158,534.68	\$16,827.00	\$2,376.48	\$14,450.52
R22900-02-62	NORTH BAY UNDEWRITING COMPANY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22900-02-64	BELK SANDHILL PROPERTY LLC	\$916,209.85	\$538,612.87	\$57,168.81	\$8,073.96	\$49,094.85
R22908-06-01	RICHLAND COUNTY SCHOOL DIST2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22908-07-01	VILLAGE AT SANDHILL PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-01-01	VAS FORUM III LLC	\$252,230.86	\$148,279.12	\$15,738.47	\$2,222.75	\$13,515.72
R22911-01-02	VAS FORUM III LLC	\$243,709.56	\$143,269.69	\$15,206.76	\$2,147.65	\$13,059.11
R22911-02-01	RICHLAND COUNTY SCHOOL DIST2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22911-02-02	VILLAGE AT SANDHILL LLC	\$1,133,616.45	\$680,103.10	\$72,186.70	\$10,194.94	\$61,991.75
R22911-03-01	WITZLING DAVID	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
R22912-01-01	VILLAGE AT SANDHILL LLC	\$909,300.34	\$545,526.64	\$57,902.64	\$8,177.60	\$49,725.04
R22982-01-01	NORTH BAY UNDEWRITING COMPANY	\$18,412.39	\$10,824.11	\$1,148.88	\$162.26	\$986.62
R22982-01-02	NORTH BAY UNDEWRITING COMPANY	\$19,054.64	\$11,201.66	\$1,188.95	\$167.92	\$1,021.04
R22982-02-01	VAS SCU LLC SOUTH CAROLINA	\$2,043.36	\$1,201.23	\$127.50	\$18.01	\$109.49
R22982-02-02	NORTH BAY TRUST COMPANY	\$2,043.36	\$1,201.23	\$127.50	\$18.01	\$109.49
R22982-02-03	NORTH BAY TRUST COMPANY	\$1,700.94	\$999.93	\$106.13	\$14.99	\$91.14
R22982-02-04	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-02-05	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-02-06	NORTH BAY TRUST COMPANY	\$1,680.58	\$987.97	\$104.86	\$14.81	\$90.05
R22982-02-07	NORTH BAY TRUST COMPANY	\$2,041.50	\$1,200.14	\$127.38	\$17.99	\$109.39
R22982-02-08	NORTH BAY TRUST COMPANY	\$2,098.88	\$1,233.87	\$130.96	\$18.50	\$112.47

R22982-02-09	NORTH BAY TRUST COMPANY	\$2,746.68	\$1,614.69	\$171.38	\$24.20	\$147.18
R22982-02-10	NORTH BAY TRUST COMPANY	\$2,041.50	\$1,200.14	\$127.38	\$17.99	\$109.39
R22982-02-11	NORTH BAY TRUST COMPANY	\$1,680.58	\$987.97	\$104.86	\$14.81	\$90.05
R22982-02-12	PATTERSON VANCE M	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-02-13	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-02-14	VAS SCU LLC	\$1,699.09	\$998.85	\$106.02	\$14.97	\$91.05
R22982-02-15	NORTH BAY TRUST COMPANY	\$2,043.36	\$1,201.23	\$127.50	\$18.01	\$109.49
R22982-02-16	NORTH BAY TRUST COMPANY	\$1,384.45	\$813.88	\$86.39	\$12.20	\$74.19
R22982-03-01	NORTH BAY TRUST COMPANY	\$2,043.36	\$1,201.23	\$127.50	\$18.01	\$109.49
R22982-03-02	NORTH BAY TRUST COMPANY	\$2,043.36	\$1,201.23	\$127.50	\$18.01	\$109.49
R22982-03-03	NORTH BAY TRUST COMPANY	\$1,700.94	\$999.93	\$106.13	\$14.99	\$91.14
R22982-03-04	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-03-05	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-03-06	NORTH BAY TRUST COMPANY	\$1,680.58	\$987.97	\$104.86	\$14.81	\$90.05
R22982-03-07	NORTH BAY TRUST COMPANY	\$2,041.50	\$1,200.14	\$127.38	\$17.99	\$109.39
R22982-03-08	BASS MICHALIS S ETAL	\$2,098.88	\$1,233.87	\$130.96	\$18.50	\$112.47
R22982-03-09	NORTH BAY TRUST COMPANY	\$2,746.68	\$1,614.69	\$171.38	\$24.20	\$147.18
R22982-03-10	NORTH BAY TRUST COMPANY	\$2,041.50	\$1,200.14	\$127.38	\$17.99	\$109.39
R22982-03-11	MOFOR ACHU	\$1,680.58	\$987.97	\$104.86	\$14.81	\$90.05
R22982-03-12	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-03-13	NORTH BAY TRUST COMPANY	\$1,871.22	\$1,100.04	\$116.76	\$16.49	\$100.27
R22982-03-14	NORTH BAY TRUST COMPANY	\$1,700.94	\$999.93	\$106.13	\$14.99	\$91.14
R22982-03-15	NORTH BAY TRUST COMPANY	\$2,043.36	\$1,201.23	\$127.50	\$18.01	\$109.49
R22982-03-16	VAS SCU LLC	\$1,384.45	\$813.88	\$86.39	\$12.20	\$74.19
R22982-04-01	NORTH BAY UNDEWRITING COMPANY	\$19,177.25	\$11,273.74	\$1,196.60	\$169.00	\$1,027.61
R22982-04-02	NORTH BAY UNDEWRITING COMPANY	\$16,904.97	\$9,937.93	\$1,054.82	\$148.97	\$905.85
R22982-05-01	NORTH BAY TRUST COMPANY	\$2,088.76	\$1,227.92	\$130.33	\$18.41	\$111.93
R22982-05-02	NORTH BAY TRUST COMPANY	\$2,088.76	\$1,227.92	\$130.33	\$18.41	\$111.93
R22982-05-03	NORTH BAY TRUST COMPANY	\$1,738.74	\$1,022.16	\$108.49	\$15.32	\$93.17
R22982-05-04	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-05-05	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-05-06	NORTH BAY TRUST COMPANY	\$1,717.94	\$1,009.92	\$107.19	\$15.14	\$92.05
R22982-05-07	NORTH BAY TRUST COMPANY	\$2,086.86	\$1,226.81	\$130.21	\$18.39	\$111.82
R22982-05-08	NORTH BAY TRUST COMPANY	\$2,145.52	\$1,261.29	\$133.87	\$18.91	\$114.97
R22982-05-09	NORTH BAY TRUST COMPANY	\$2,826.64	\$1,661.70	\$176.37	\$24.91	\$151.46
R22982-05-10	NORTH BAY TRUST COMPANY	\$2,086.86	\$1,226.81	\$130.21	\$18.39	\$111.82
R22982-05-11	NORTH BAY TRUST COMPANY	\$1,717.94	\$1,009.92	\$107.19	\$15.14	\$92.05
R22982-05-12	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-05-13	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50

R22982-05-14	NORTH BAY TRUST COMPANY	\$1,738.74	\$1,022.16	\$108.49	\$15.32	\$93.17
R22982-05-15	NORTH BAY TRUST COMPANY	\$2,088.76	\$1,227.92	\$130.33	\$18.41	\$111.93
R22982-05-16	NORTH BAY TRUST COMPANY	\$1,415.21	\$831.96	\$88.31	\$12.47	\$75.83
R22982-06-01	NORTH BAY TRUST COMPANY	\$2,088.76	\$1,227.92	\$130.33	\$18.41	\$111.93
R22982-06-02	NORTH BAY TRUST COMPANY	\$2,088.76	\$1,227.92	\$130.33	\$18.41	\$111.93
R22982-06-03	NORTH BAY TRUST COMPANY	\$1,738.74	\$1,022.16	\$108.49	\$15.32	\$93.17
R22982-06-04	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-06-05	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-06-06	NORTH BAY TRUST COMPANY	\$1,717.94	\$1,009.92	\$107.19	\$15.14	\$92.05
R22982-06-07	NORTH BAY TRUST COMPANY	\$2,086.86	\$1,226.81	\$130.21	\$18.39	\$111.82
R22982-06-08	NORTH BAY TRUST COMPANY	\$2,145.52	\$1,261.29	\$133.87	\$18.91	\$114.97
R22982-06-09	NORTH BAY TRUST COMPANY	\$2,807.71	\$1,650.58	\$175.19	\$24.74	\$150.45
R22982-06-10	NORTH BAY TRUST COMPANY	\$2,086.86	\$1,226.81	\$130.21	\$18.39	\$111.82
R22982-06-11	NORTH BAY TRUST COMPANY	\$1,717.94	\$1,009.92	\$107.19	\$15.14	\$92.05
R22982-06-12	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-06-13	NORTH BAY TRUST COMPANY	\$1,912.80	\$1,124.48	\$119.35	\$16.86	\$102.50
R22982-06-14	NORTH BAY TRUST COMPANY	\$1,738.74	\$1,022.16	\$108.49	\$15.32	\$93.17
R22982-06-15	NORTH BAY TRUST COMPANY	\$2,088.76	\$1,227.92	\$130.33	\$18.41	\$111.93
R22982-06-16	NORTH BAY TRUST COMPANY	\$1,415.21	\$831.96	\$88.31	\$12.47	\$75.83
R22982-07-01	NORTH BAY UNDEWRITING COMPANY	\$12,436.91	\$7,311.30	\$776.03	\$109.60	\$666.43
R22982-07-02	NORTH BAY UNDEWRITING COMPANY	\$11,611.24	\$6,825.91	\$724.51	\$102.32	\$622.19
R22982-08-01	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-08-02	NORTH BAY TRUST COMPANY	\$1,568.38	\$922.01	\$97.86	\$13.82	\$84.04
R22982-08-03	NORTH BAY TRUST COMPANY	\$1,328.59	\$781.04	\$82.90	\$11.71	\$71.19
R22982-08-04	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-08-05	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-08-06	NORTH BAY TRUST COMPANY	\$1,311.74	\$771.13	\$81.85	\$11.56	\$70.29
R22982-08-07	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-08-08	NORTH BAY TRUST COMPANY	\$1,602.08	\$941.82	\$99.97	\$14.12	\$85.85
R22982-08-09	NORTH BAY TRUST COMPANY	\$2,089.45	\$1,228.33	\$130.38	\$18.41	\$111.96
R22982-08-10	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-08-11	NORTH BAY TRUST COMPANY	\$1,311.74	\$771.13	\$81.85	\$11.56	\$70.29
R22982-08-12	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-08-13	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-08-14	NORTH BAY TRUST COMPANY	\$1,328.59	\$781.04	\$82.90	\$11.71	\$71.19
R22982-08-15	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-08-16	NORTH BAY TRUST COMPANY	\$1,105.65	\$649.98	\$68.99	\$9.74	\$59.25
R22982-09-01	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-09-02	NORTH BAY TRUST COMPANY	\$1,568.38	\$922.01	\$97.86	\$13.82	\$84.04

R22982-09-03	NORTH BAY TRUST COMPANY	\$1,328.59	\$781.04	\$82.90	\$11.71	\$71.19
R22982-09-04	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-09-05	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-09-06	NORTH BAY TRUST COMPANY	\$1,311.74	\$771.13	\$81.85	\$11.56	\$70.29
R22982-09-07	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-09-08	NORTH BAY TRUST COMPANY	\$1,602.08	\$941.82	\$99.97	\$14.12	\$85.85
R22982-09-09	NORTH BAY TRUST COMPANY	\$2,089.45	\$1,228.33	\$130.38	\$18.41	\$111.96
R22982-09-10	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-09-11	NORTH BAY TRUST COMPANY	\$1,311.74	\$771.13	\$81.85	\$11.56	\$70.29
R22982-09-12	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-09-13	NORTH BAY TRUST COMPANY	\$1,447.84	\$851.14	\$90.34	\$12.76	\$77.58
R22982-09-14	NORTH BAY TRUST COMPANY	\$1,328.59	\$781.04	\$82.90	\$11.71	\$71.19
R22982-09-15	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-09-16	NORTH BAY TRUST COMPANY	\$1,105.65	\$649.98	\$68.99	\$9.74	\$59.25
R22982-10-01	NORTH BAY TRUST COMPANY	\$1,558.02	\$915.91	\$97.22	\$13.73	\$83.49
R22982-10-02	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-10-03	NORTH BAY TRUST COMPANY	\$1,328.59	\$781.04	\$82.90	\$11.71	\$71.19
R22982-10-04	NORTH BAY TRUST COMPANY	\$2,024.64	\$1,190.23	\$126.33	\$17.84	\$108.49
R22982-10-05	NORTH BAY TRUST COMPANY	\$2,024.64	\$1,190.23	\$126.33	\$17.84	\$108.49
R22982-10-06	NORTH BAY TRUST COMPANY	\$1,311.74	\$771.13	\$81.85	\$11.56	\$70.29
R22982-10-07	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-10-08	NORTH BAY TRUST COMPANY	\$2,291.66	\$1,347.20	\$142.99	\$20.19	\$122.80
R22982-10-09	NORTH BAY TRUST COMPANY	\$2,893.09	\$1,700.76	\$180.52	\$25.49	\$155.03
R22982-10-10	NORTH BAY TRUST COMPANY	\$1,558.02	\$915.91	\$97.22	\$13.73	\$83.49
R22982-10-11	NORTH BAY TRUST COMPANY	\$1,311.74	\$771.13	\$81.85	\$11.56	\$70.29
R22982-10-12	NORTH BAY TRUST COMPANY	\$2,018.17	\$1,186.42	\$125.93	\$17.78	\$108.14
R22982-10-13	NORTH BAY TRUST COMPANY	\$2,018.17	\$1,186.42	\$125.93	\$17.78	\$108.14
R22982-10-14	NORTH BAY TRUST COMPANY	\$1,328.59	\$781.04	\$82.90	\$11.71	\$71.19
R22982-10-15	NORTH BAY TRUST COMPANY	\$1,559.31	\$916.67	\$97.30	\$13.74	\$83.56
R22982-10-16	NORTH BAY TRUST COMPANY	\$1,104.35	\$649.22	\$68.91	\$9.73	\$59.18
R22982-11-01	NORTH BAY UNDEWRITING COMPANY	\$11,850.55	\$6,966.59	\$739.44	\$104.43	\$635.01
R22982-11-02	NORTH BAY UNDEWRITING COMPANY	\$11,690.03	\$6,872.23	\$729.42	\$103.02	\$626.41
R22982-12-01	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-12-02	NORTH BAY TRUST COMPANY	\$1,579.03	\$928.26	\$98.53	\$13.91	\$84.61
R22982-12-03	NORTH BAY TRUST COMPANY	\$1,337.61	\$786.34	\$83.46	\$11.79	\$71.68
R22982-12-04	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-12-05	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-12-06	NORTH BAY TRUST COMPANY	\$1,320.64	\$776.37	\$82.40	\$11.64	\$70.77
R22982-12-07	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12

R22982-12-08	NORTH BAY TRUST COMPANY	\$1,612.96	\$948.21	\$100.64	\$14.21	\$86.43
R22982-12-09	NORTH BAY TRUST COMPANY	\$2,103.63	\$1,236.66	\$131.26	\$18.54	\$112.72
R22982-12-10	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-12-11	NORTH BAY TRUST COMPANY	\$1,320.64	\$776.37	\$82.40	\$11.64	\$70.77
R22982-12-12	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-12-13	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-12-14	NORTH BAY TRUST COMPANY	\$1,337.61	\$786.34	\$83.46	\$11.79	\$71.68
R22982-12-15	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-12-16	NORTH BAY TRUST COMPANY	\$1,113.15	\$654.39	\$69.46	\$9.81	\$59.65
R22982-13-01	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-13-02	NORTH BAY TRUST COMPANY	\$1,579.03	\$928.26	\$98.53	\$13.91	\$84.61
R22982-13-03	NORTH BAY TRUST COMPANY	\$1,337.61	\$786.34	\$83.46	\$11.79	\$71.68
R22982-13-04	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-13-05	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-13-06	NORTH BAY TRUST COMPANY	\$1,320.64	\$776.37	\$82.40	\$11.64	\$70.77
R22982-13-07	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-13-08	NORTH BAY TRUST COMPANY	\$1,612.96	\$948.21	\$100.64	\$14.21	\$86.43
R22982-13-09	NORTH BAY TRUST COMPANY	\$2,103.63	\$1,236.66	\$131.26	\$18.54	\$112.72
R22982-13-10	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-13-11	NORTH BAY TRUST COMPANY	\$1,320.64	\$776.37	\$82.40	\$11.64	\$70.77
R22982-13-12	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-13-13	NORTH BAY TRUST COMPANY	\$1,457.66	\$856.92	\$90.95	\$12.85	\$78.11
R22982-13-14	NORTH BAY TRUST COMPANY	\$1,337.61	\$786.34	\$83.46	\$11.79	\$71.68
R22982-13-15	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-13-16	NORTH BAY TRUST COMPANY	\$1,113.15	\$654.39	\$69.46	\$9.81	\$59.65
R22982-14-01	NORTH BAY TRUST COMPANY	\$1,568.59	\$922.13	\$97.88	\$13.82	\$84.05
R22982-14-02	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-14-03	NORTH BAY TRUST COMPANY	\$1,337.61	\$786.34	\$83.46	\$11.79	\$71.68
R22982-14-04	NORTH BAY TRUST COMPANY	\$2,038.39	\$1,198.31	\$127.19	\$17.96	\$109.23
R22982-14-05	NORTH BAY TRUST COMPANY	\$2,038.39	\$1,198.31	\$127.19	\$17.96	\$109.23
R22982-14-06	NORTH BAY TRUST COMPANY	\$1,320.64	\$776.37	\$82.40	\$11.64	\$70.77
R22982-14-07	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-14-08	NORTH BAY TRUST COMPANY	\$2,307.21	\$1,356.34	\$143.96	\$20.33	\$123.63
R22982-14-09	NORTH BAY TRUST COMPANY	\$2,912.72	\$1,712.30	\$181.75	\$25.67	\$156.08
R22982-14-10	NORTH BAY TRUST COMPANY	\$1,568.59	\$922.13	\$97.88	\$13.82	\$84.05
R22982-14-11	NORTH BAY TRUST COMPANY	\$1,320.64	\$776.37	\$82.40	\$11.64	\$70.77
R22982-14-12	NORTH BAY TRUST COMPANY	\$2,031.86	\$1,194.47	\$126.78	\$17.91	\$108.88
R22982-14-13	NORTH BAY TRUST COMPANY	\$2,031.86	\$1,194.47	\$126.78	\$17.91	\$108.88
R22982-14-14	NORTH BAY TRUST COMPANY	\$1,337.61	\$786.34	\$83.46	\$11.79	\$71.68

R22982-14-15	NORTH BAY TRUST COMPANY	\$1,569.89	\$922.89	\$97.96	\$13.83	\$84.12
R22982-14-16	NORTH BAY TRUST COMPANY	\$1,111.84	\$653.62	\$69.38	\$9.80	\$59.58
R23000-05-01	FIRST CITIZENS BANK AND TRUST	\$281,203.34	\$165,311.18	\$17,546.26	\$2,478.06	\$15,068.20
R23000-05-02	BRANCH SANDHILL ASSOCIATES LP	\$2,075,791.87	\$1,220,297.09	\$129,523.33	\$18,292.61	\$111,230.72
R23000-05-03	BRANCH SANDHILL INVESTORS LP	\$211,328.57	\$124,233.86	\$13,186.28	\$1,862.30	\$11,323.98
R23000-05-04	VAS OP 19 LLC	\$63,057.72	\$37,069.78	\$3,934.62	\$555.69	\$3,378.93
R23000-05-05	VAS MOP LLC	\$391,980.40	\$230,433.77	\$24,458.43	\$3,454.27	\$21,004.16
R23000-05-06	VAS MOP LLC	\$211,328.57	\$124,233.86	\$13,186.28	\$1,862.30	\$11,323.98
<b>Total</b>		<b>\$27,370,327.81</b>	<b>\$16,127,169.78</b>	<b>\$1,711,751.00</b>	<b>\$241,751.00</b>	<b>\$1,470,000.00</b>

<sup>1</sup>The amounts indicated exclude any prior year, unpaid Annual Payments (as of September 9, 2020, prior year Annual Payments were outstanding for one parcel [R22900-02-42] for multiple years).

# Richland County Council Request for Action

**Subject:**

Proposed CMRTA Board Member Qualifications

**Notes:**

July 14, 2020 – The Rules and Appointments Committee’s recommendation is that preference be given to those applicants that are familiar with the COMET System and have fiduciary experience.



## **PROPOSED CMRTA QUALIFICATIONS/CRITERIA**

- Meeting date & time: 2<sup>nd</sup> Wednesday @ 10 a.m., 11 a.m. and 12 noon and 4<sup>th</sup> Wednesday of each month @ 12 noon.
- Meeting place: 3613 Lucius Road, Columbia, SC 29201.
- Average length of meetings: 2 hours.
- Hours to service: approximately 10-15 per month.

### Qualifications suggested to serve on the Board:

- Should be able to devote, on average, 5-10 hours per month, which include Board and standing committee meetings as well as time to review agenda materials.
- Represent the interest of their appointment body while endeavoring to achieve regional consensus.
- Have a fiduciary responsibility to vote for the best interests of the region and not those of their appointment body.
- Should be able to work cooperatively in a multi-jurisdictional setting.
- Should be able to attend Board and standing committee meetings consistently.
- Are responsible for keeping their respective jurisdictions informed of key issues, facilitating communication between those entities and The COMET, and helping build consensus.

### Qualities/Experience suggested to serve on the Board:

- Consideration should be given to appointing a member based on value and expertise they can provide to improving transportation and mobility within the region.
- Individual should have experience or interest in transportation.
- Experience in transportation planning, finance management, public finance and land use planning preferred.
- Participated in The COMET Leadership Academy

**Profile of Current The COMET Board of Directors**

<b>COMET Board of Directors</b>	<b>Ronald Anderson</b>	<b>Jacqueline Boulware</b>	<b>Joyce Dickerson</b>	<b>John V. Furgess, Sr.</b>	<b>Carolyn Gleaton</b>	<b>Leon Howard</b>	<b>Derrick Huggins</b>	<b>Roger Leaks</b>	<b>Lill Mood</b>	<b>Robert Morris</b>	<b>Andy Smith</b>
<b>Appointing Agency/Organization</b>											
City of Columbia	X				X		X				
Richland County Council		X	X					X			
Richland County Legislative Delegation				X		X				X	
Lexington County									X		
City of Forest Acres											X
<b>Term Expiration Date</b>											
Day/Month/Year	11/01/20	04/17/21	10/30/19	12/30/17	12/30/18	12/30/17	12/31/19	11/01/19	11/01/19	12/30/17	11/01/20
<b>Voting Districts</b>											
City Council	3	N/A	N/A	2	2	2	N/A	N/A	N/A	N/A	N/A
County Council	5	8	2	4	4	4	9	6	Lexington 6	9	8
SC House District	75	76	73	76	76	76	79	70	85	79	78
SC Senate District	20	22	19	21	21	21	35	21	18	22	22
School District	RCSD1	RCSD2	RCSD1	RCSD2	RCSD1	RCSD1	RCSD2	RCSD1	LEX5	RCSD2	RCSD1
<b>Occupation</b>											
Active/Retired	VP of Administration /Colliers International	Realtor /Keller Williams; Retired Educator	Retired Compliance Officer	Real Estate Broker; Retired USPS Postmaster	Retired State Employee	Member of SC House of Representatives Owner /Howard's Garage	VP of Facilities and Administration /USC	Owner / Bochinelle Enterprises; Retired US Colonel	Retired Public Health Nurse	Retired Educator	Finance Director /City of Forest Acres
<b>Demographic Background</b>											
<b>Gender</b>											
Male	X			X		X	X	X		X	X
Female		X	X		X				X		
<b>Age</b>											
Under 50											X
51-60	X						X				
61-70		X				X					
Over 70			X	X	X			X	X	X	
<b>Ethnicity</b>											
African American/Black		X	X	X	X	X	X	X		X	
White/Caucasian	X								X		X



January 31, 2019

The Honorable Paul Livingston  
Chairman, Richland County Council  
Post Office Box 192  
Columbia, South Carolina 29202

**RE: Central Midlands Regional Transit Authority Board of Directors**

Dear Chairman Livingston,

Thank you for your dedicated public service and commitment to improving the lives of all our citizens. As you well know, the Central Midlands Regional Transit Authority (The COMET), is vitally important to our local transportation network as well as our regional economy.

Richland County has played a key role in the development of The COMET. Since The COMET was established, we have enjoyed a mutually respectful and successful relationship with the County as we have worked together to serve the citizens of Columbia and surrounding areas.

In the spirit of continuing to foster our partnership aimed at delivering quality service, growing The COMET and ensuring that this key public asset is well-managed for years to come, this letter provides information regarding board leadership we believe will be helpful in guiding the appointment of representatives to The COMET Board of Directors.

We are providing an analysis of the current members serving on the Board of Directors, which includes demographic information, occupations, and term expiration dates. We have conducted this analysis to the best of our ability utilizing the existing records. However, some information regarding term expiration dates are subject to change.

For it to be successful and accountable, The COMET must operate efficiently and effectively in a manner that is consistent with adopted bylaws and its governing authority. That responsibility lies with the Board of Directors. The appointed members to the Board are charged with ensuring the proper administration, management and operations of fixed route bus services and demand-response paratransit services in Richland and Lexington Counties, per the terms of the Intergovernmental Agreement executed by the County in 2013.

I am including a general description of qualifications and attributes regarded as beneficial for members of The COMET Board of Directors to possess, which includes areas of experience needed to ensure the effective governance and administration of The COMET.

Further, in the process of making appointments in accordance with The COMET bylaws, we respectfully request members of the County's appointing authority to review this information provided and use it to help guide the process of nominating members to serve on The COMET Board of Directors.

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Central Midlands Regional Transit Authority  
3613 Lucius Road, Columbia, SC 29201  
P 803 255 7133 F 803 255 7113  
[CATCHTHECOMETSC.GOV](http://CATCHTHECOMETSC.GOV)  
[info@TheCOMETSC.gov](mailto:info@TheCOMETSC.gov)

John Andoh, CCTM, CPM Executive Director/CEO  
Ron Anderson, Chair, John V. Furgess, Sr, Vice Chair  
Andy Smith, Secretary, Dr. Robert Morris, Treasurer  
**Board Members:** Jacqueline Boulware, Lill Mood, Carolyn Gleaton  
Leon Howard, Derrick Huggins, Roger Leaks, Joyce Dickerson, Skip  
Jenkins, Debbie Summers, Bobby Horton, Kevin Reeley, Geraldine  
Robinson

We appreciate and value the service, dedication and support of Richland County for The COMET and we look forward to continuing our joint efforts to ensure its success.

Sincerely,

Ron Anderson  
Chair, The COMET Board of Directors

**Enclosures:**

Profile of Current The COMET Board of Directors  
Summary of Demographic Makeup of Current The COMET Board of Directors  
Description of Qualifications

**Cc:** Members of Richland County Council

## **Summary of Demographic Makeup of Current The COMET Board of Directors:**

**90% over the age of 50**

**64% Male**

**36% Female**

**73% Black**

**27% White**



**Agenda Briefing**

**Prepared by:** Michael Niermeier, Director  
**Department:** Transportation  
**Date Updated:** September 23, 2020      **Meeting Date:** October 06, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 15, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Polo Road Widening Project Design Service Order 11		

**Recommended Action:**

Staff recommends approval of Service Order 11 to Cox & Dinkins for the design of the Polo Rd. Widening Project.

**Motion Requested:**

1. Move to approve staff's recommendation; or,
2. Move to deny staff's recommendation.

Request for Council Reconsideration:  Yes

**Fiscal Impact:**

The fee for this service order is \$1,203,335.02 with a contingency of \$93,523.00 for a total of \$1,296,858.02. The available FY21 funding for professional services for this project is \$1,729,139.90.

**Motion of Origin:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

### Discussion:

The original scope of this project was to widen Polo Rd. from a two-lane to a three-lane all the way from Two Notch Rd. to Mallet Hill Dr. along with the installation of bike and pedestrian accommodations. This project was de-scoped to only include intersection improvements along Polo Rd. and pedestrian improvements from Two Notch Rd. to Mallet Hill Dr. This will connect to the current Polo Rd. SUP project presently under construction. The descoping of this project was approved by Council on May 5, 2020.

This service order covers the 100% design, permitting, and construction phase services for the Polo Rd. Widening Project, which includes improvements at the intersections of Running Fox Rd., Miles Rd., Hope Rd., and Mallet Hill Rd. The intersection at Old Still Rd. will also be evaluated to determine if improvements are warranted there as well. This project also includes bike and pedestrian accommodations between Two Notch Rd. and Mallet Hill Dr.

Note: 31.5% DBE Utilization and 17.8% SLBE Participation.

### Attachments:

1. Service Order
2. Scope of Work
3. Fee Proposal

**Service Order**  
**For**  
**On Call Engineering Services Agreement**

SERVICE ORDER NO. C&D #11

Date: September 14, 2020

This Service Order No. C&D #11 is issued by Richland County, South Carolina (the “County”), to Cox and Dinkins, Inc. (the “Consultant”) pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

**I. Scope of Services.**

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

*See Attachment A – Scope of Services*

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

*See Attachment A – Scope of Services*

C. Unless otherwise provided in an exhibit to this Service Order, the County’s anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: October 19, 2020
2. Completion Date: *See Attachment A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Gene Dinkins, PE, PLS (*Principal-in-Charge*)
2. McTilden “Mac” Atkins, III, PE (*Project Manager*)



**II. Insurance**

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

N/A

**III. Safety and Warranty**

It is understood that the Consultant does not have a Safety Supervisor or anyone in a similar position on staff and is not responsible in any way for job site safety or security. However to the extent that the Consultant does have employees or representatives on site, these persons will respect the safety of the public.

It is understood that the Consultant cannot give a warranty on professional services. The Consultant provides professional services (not goods) and shall only be held to a negligence – based standard of care that is guided by what a reasonable design professional would do under similar conditions in the same location and at the same time.

**IV. Owner’s Responsibilities.**

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

N/A

**V. Consultant’s Compensation.**

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum</i>	\$	935,230.00
<i>Approved Direct Expenses</i>	\$	268,105.02
	\$	1,203,335.02
<i>Contingency<sup>1</sup> – Not to Exceed</i>	\$	93,523.00

<sup>1</sup> Requires approval from Richland County to authorize contingency.

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

**VI. Additional Exhibits.**

The following exhibits and/or attachments are incorporated herein by reference thereto:

*See Attachment A – Scope of Services*

**VII. Execution of Service Agreement**

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

**NOW, THEREFORE,** in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of \_\_\_\_\_, 2020.

**WITNESS:**

\_\_\_\_\_

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_ (L.S.)

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

Date: \_\_\_\_\_

**CONSULTANT:**

**COX AND DINKINS , INC.**

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

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

Date: \_\_\_\_\_

## **ATTACHMENT A: SCOPE OF SERVICES**

# ATTACHMENT "A"

## SCOPE OF SERVICES AND SCHEDULE

# POLO ROAD (S-2214) WIDENING

### Introduction

Cox & Dinkins, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Polo Road (S-2214) in Richland County, South Carolina. Polo Road is considered an Urban Major Collector by the South Carolina Department of Transportation (DEPARTMENT). The DEPARTMENT holds all public rights-of-way adjacent to the project corridor and assumes all maintenance responsibilities for those said rights-of-way.

The project will consist of widening the existing roadway to three lanes (two lanes with center median) at **four** intersections between Two Notch Road (US 1) and Mallet Hill Road (local). These **four** intersections already have traffic studies performed on them. **A fifth intersection will be studied to determine if it warrants improvements, and if so, its design will also be included in this service order.** The project is proposed to include bicycle and pedestrian accommodations.

**Project Location** - The project is located in Richland County, northeast of the City of Columbia. The project will begin approximately 300' southeast of the intersection of Polo Road and Two Notch Road. It will continue to the South until it terminates at the existing traffic signal at Mallet Hill Road. Widening to three lanes will occur at the intersection with Hope Rd., Running Fox Rd., Miles Rd. and the southbound portion of Mallet Hill. Sesquicentennial State Park is directly adjacent to the existing rights-of-way, southbound, between Sesqui Trail and Mallet Hill Road. The intersection with Old Still Rd. will be evaluated to determine if intersection improvements are needed at this location.

**Existing Conditions** – Polo Road is an existing 2-lane, earthen shoulder and ditch section roadway for the majority of the alignment that runs from Two Notch Road to Mallet Hill Road. Approaching the Mallet Hill Road intersection (southbound), Polo Road transitions to a three-lane section to provide a dedicated, left turn lane. Polo Road continues as a 2-lane roadway on the opposite side of this intersection.

Polo Road crosses Jackson Creek and associated floodway via a 36-inch, reinforced concrete pipe between Sand Spur Road and Running Fox Road.

Polo Road crosses Jackson Creek Tributary No. 5 and associated floodway via a 48-inch, reinforced concrete pipe approximately 200 feet south of Sesqui Trail.

**Proposed Project Scope (Roadway Widening)** – Preliminary plans are to be modified to determine final alignment. Upon approval of the updated alignment, Right-of-Way through Final Construction plans will be developed to reflect the implementation of the widening of Polo Road to three lanes with the following;

- 35 mph design speed;
- 12-foot wide travel lanes;
- The addition of a two-way left turn lane will occur at the intersection with Hope Rd., Running Fox Rd., Miles Rd. and the southbound portion of Mallet Hill (assumed 15 foot wide center median);
- The addition of a two-way left turn lane will occur at the intersection with Old Still Rd. if deemed necessary.
- The addition of bicycle and pedestrian accommodations along the length of the roadway;
- 5' concrete sidewalk with 3' offset from back of curb and gutter section along both sides of the roadway.
- Retaining walls to reduce environmental/right-of-way impacts, if necessary;
- Hydraulic evaluations of existing FEMA crossings of Jackson Creek & Jackson Creek Tributary to determine appropriate drainage conveyance;
- Review vertical/horizontal and intersection alignments and design, and revise, if necessary, to meet design criteria; and,
- Traffic signal upgrades and / or modifications to existing signals.

**Summary of Anticipated Services** - An outline of the services anticipated for this project is shown below.

- Task 1 - Project Management
- Task 2 - Environmental Services / Permitting
- Task 3 - Field Surveys
- Task 4 - Roadway Design
- Task 5 - Pavement Marking and Signing Design
- Task 6 - Traffic Signal Design
- Task 7 - Transportation Management Plan
- Task 8 - Stormwater Management / Hydraulic Design
- Task 9 - Sediment & Erosion Control / NPDES Permitting
- Task 10 - Geotechnical Investigations and Engineering Services
- Task 11 - Roadway Structures Design and Plans
- Task 12 - Subsurface Utilities Engineering (SUE)
- Task 13 - Utility Coordination Assistance
- Task 14 - Construction Phase Services (*per future Contract Modification*)

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## Quality Control

The CONSULTANT shall implement all necessary quality control measures to produce plans and reports that conform to COUNTY guidelines and standards. Prior to submittal to the COUNTY, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and

maintain a stringent quality control program as well. The COUNTY reserves the right to request QA/QC documents (red-lines, checklists, etc) from the CONSULTANT with project deliverables.

## **Task 1**

### **PROJECT MANAGEMENT**

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, DEPARTMENT and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume an 18 month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates. Assume a 24 month construction schedule which will impact the duration of invoicing for Construction Phase Services. The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume an 18 month design schedule.
- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend 26 project meetings (2 each month during the first 6 months, 1 per month the last 12 months) and two (2) additional review coordination meetings with the DEPARTMENT, COUNTY and others, as applicable. The CONSULTANT will be in attendance at these meetings and will prepare all necessary display materials, meeting agendas and minutes.

## **ENVIRONMENTAL SERVICES/PERMITTING**

The COUNTY will be responsible for the required coordination with Local, State and Federal agencies regarding environmental services to ensure the program is in compliance with appropriate environmental regulations to obtain a Wetlands Permit and Land Disturbance Permit. The CONSULTANT will provide specific documentation, including but not limited to project information, applications and drawings as necessary for acquisition of the required permits.

***Permits*** – The CONSULTANT will coordinate with the COUNTY and may attend coordination meetings with state and federal resource agencies and document all discussions and understandings that are reached.

The CONSULTANT will perform Jurisdictional Delineations and prepare the Jurisdictional Determination (JD) Request Package. The CONSULTANT will provide the COUNTY a copy of the JD package and the wetland boundaries on a surveyed map for use in preparing the permit documents. A digital wetland boundary file will also be provided.

If applicable, the CONSULTANT shall prepare the Joint Federal and State Permit Application Package in the format specified by the Charleston District Corps of Engineers. The CONSULTANT shall complete all forms, documentation, and drawings as directed by the COUNTY that are part of the permit application package. The COUNTY or DEPARTMENT will execute the application form as the applicant, and may designate the CONSULTANT as the agent in the processing of the permit application, if so desired. It is assumed that any permits would be authorized under the SCDOT General Permit and will be prepared according to current DEPARTMENT standards which include the following:

- Joint Federal and State Application Form
- Permit Drawings: Drawings depicting the proposed impacts to waters of the U.S. on the subject property. The CONSULTANT shall include the surveyed or measured boundaries of jurisdictional waters superimposed on the actual development/grading plans to establish the proposed jurisdictional impacts.
- Pre-construction Notification Form for SCDOT GP and Supplemental Information, which includes, but is not limited to the following:
  - Project Information
  - Proposed impacts to WOUS
  - Alternative Analysis
  - Avoidance & Minimization
  - Hydrology & Hydraulics
  - Section 106 of the National Historic Preservation Act (provided by the COUNTY)
  - Threatened and Endangered Species short form report for No Effects finding.

Mitigation Plan: In accordance with regulatory requirements, the CONSULTANT will develop a conceptual mitigation plan and submit it as part of the application package. It is assumed that any mitigation needed for this project will be acquired from the proposed COUNTY Mitigation Site.

The CONSULTANT shall submit the completed permit application package to the COUNTY for final processing and negotiation with the agencies. The COUNTY will coordinate directly with the DEPARTMENT, USACE, SCDHEC and other federal, state and local regulatory personnel throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit review and approval. The CONSULTANT may be asked to assist in the coordination effort, and will not coordinate with the agencies unless directed by the COUNTY.

### **Technical Reports**

Hazardous Waste and Underground Storage Tanks – In assessing the environmental liabilities associated with the proposed new rights of way, the COUNTY may conduct appropriate / applicable elements of a Phase I Environmental Site Assessment in accordance with procedures established by ASTM Designation E 1527-13, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. This approach complies with the Standards and Practices for All Appropriate Inquiries (AAI), Final Rule published in 40 CFR Part 312. A Phase 2 Site investigation may be conducted by the COUNTY for those sites recommended for additional study as stated in the Phase 1 ESA. The results / deliverable provided from a Phase 1 ESA and any potential Phase 2 Site Investigations will be provided to the CONSULTANT.

**Public Coordination/Public Meeting** – Two (2) public meetings are proposed for this project. The first meeting is proposed to be conducted following development of the preferred alignment. The second meeting will be held only if necessary to present any final changes to the design.

The CONSULTANT will develop and provide to the COUNTY a list of property owners and stakeholders such as businesses, schools, shopping centers and home owners associations.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Tuesday or Thursday at a venue along, or near, the project corridor. The CONSULTANT, with input from the COUNTY, will be responsible for procuring the venue and determination of date and time. The CONSULTANT will be responsible for the preparation of public notice letters and draft media release necessary for promoting the meeting. The COUNTY will provide sample documentation from a previous public meeting. Following COUNTY approval of the public notice letter, the CONSULTANT will mail letters to the list of property owners and stakeholders.

The CONSULTANT, with input from the COUNTY, shall prepare necessary public meeting materials, (deliverables would include project design displays, project overview displays, project typical sections and right of way data tables, as applicable). The CONSULTANT will provide necessary boards and display easels. The CONSULTANT shall also be responsible for the development and printing of handouts, comment cards and sign-in sheets for the public meeting. The COUNTY will provide a base template (with language utilized for previous public meetings) for the handout, comment card and sign-in sheets. The CONSULTANT shall provide



draft copies of all materials to be used in the public meeting to the COUNTY for review a minimum of 15 business days prior to printing. The CONSULTANT will also provide the COUNTY with PDF versions of all final deliverables, as stated above, for the public information meeting one week prior to the meeting for posting on the COUNTY website.

The public meeting is assumed to be held as an open-house style meeting. The COUNTY may conduct a brief formal presentation at some time during the public information meeting. The CONSULTANT shall attend the scheduled public meeting and have a minimum of four (4) personnel knowledgeable of the project and its impacts in attendance. The CONSULTANT's role at the meeting is to discuss the project alternatives, proposed design and impacts with the public in attendance.

The COUNTY may secure security guards from local law enforcement agencies or private security firms for all public meetings. The COUNTY will also be responsible for fabricating and erecting signs to be placed on the projects as well as any directional signage needed at the public meeting venue.

The CONSULTANT shall prepare a summary of the public meeting comments within seven (7) business days from the close of the public comment period and receipt of the comments from the COUNTY. The COUNTY will provide a sample from a previous public meeting on a similar project. The COUNTY will be responsible for development of public comment responses and individual response letters, at their discretion. The CONSULTANT may be asked to assist with the development of appropriate responses, as necessary.

### **Assumptions:**

- The CONSULTANT will conduct property owner research and develop property owner and stakeholder contact/ mailing list in Excel format.
- The CONSULTANT will submit a draft media release to the COUNTY one month prior to the public meeting.
- The CONSULTANT will provide printed and PDF copies of all displays (up to 12 – 36-in x 48-in). Draft copies of the displays shall be submitted to the COUNTY in full size hardcopies 15 days prior to the Public Meeting. The CONSULTANT assumes two (2) rounds of revisions on public meeting materials and displays.
- The COUNTY will prepare and print meeting handouts and comment sheets.
- The CONSULTANT assumes up to 100 comments will be received and included in the public meeting summary.
- Meeting Preparation and Debrief meetings will be held at Richland County Transportation Offices in Columbia, SC.
- Participation of four (4) CONSULTANT team members at two (2) Public Meetings

### **Deliverables**

1. Property Owner and Stakeholder list
2. Draft Media Release
3. Attendance at two (2) Public Meeting and preparation of Public Meeting materials (as stated in scope)

4. Public Meeting Summary
5. SCDOT USACE General Permit Application Package, including supplemental documentation.

### **Task 3**

#### **FIELD SURVEY**

***Aerial Photography and LIDAR Survey and Mapping*** – The CONSULTANT will use the Aerial Photography and Aerial LIDAR Survey and Mapping obtained in the initial contract for use during the preparation of the Roadway Plans. Mapping was developed to the contour accuracy of 1 foot (one foot contour interval). The aerial mapping was prepared for use in plans developed to a horizontal scale of 1" = 20'.

Field annotation of aerial topography, supplementary topographic surveys, and verification of mapping accuracy will be performed by the CONSULTANT.

***Control Surveys*** – The CONSULTANT will establish the Primary, Main and Secondary Survey Control Points to be used during the supplemental topographic surveys and the construction of this project. All surveys will be in accordance with SCDOT's *Pre-Construction Survey Manual* dated October 2012. The CONSULTANT will notify the COUNTY of any required temporary traffic control measures (e.g. shoulder/lane closures, etc.) within seven (7) days before such closure due to survey activities.

Control survey and information provided on plans shall be consistent with SCDOT Preconstruction Design Memorandum 08 (PCDM-08).

***Supplemental Design Surveys*** – Additional field surveys will be performed by the CONSULTANT as necessary during the design phases of the project. All surveys conducted should be adequate for the design, permitting and construction of the project.

Supplemental field surveys, as necessary, will be conducted by the CONSULTANT to obtain all topographic and planimetric data within the project corridor for the design and permitting approval of the project (assume approximately 80 hours for a two-man survey crew)

Field surveys will be performed by the CONSULTANT to establish existing rights-of-way and to locate frontal property boundary monumentation (along each side of the road) for developing property maps per the DEPARTMENT format.

Property-owner data will be obtained from county records (plat and deed research) for use in the property surveys and to incorporate property ownership data into the Right-of-Way Plans. The

property monumentation and property-owner data will be used to develop a closed out property drawing.

Level runs between existing primary vertical control points will be performed to establish additional benchmarks to be referenced on the contract drawings.

Periodic cross-sections of the existing pavement and ground surface will be performed for aerial mapping verification. Periodic sections should be performed at approximately 1,200 foot intervals (maximum) along the proposed project route. Assume ten (10) cross sections to be performed. The CONSULTANT should bring to the attention of the COUNTY in the instance any discrepancies found between field surveyed cross-sections (pavements) and those as shown in the aerial survey provided by LIDAR (previously conducted by others).

Survey data will be shown on Reference Data Sheets in the '5 series sheets' of the plans due to lack of room on the 1"=20' scale plan sheets.

The CONSULTANT will locate all drainage, stormwater, sanitary sewer structures and above ground utility structures within 100 ft. of the proposed roadway alignments. For drainage, stormwater and sanitary sewer structures, the pipe size, pipe type, structure type and invert / rim elevations shall be obtained. The CONSULTANT will locate and survey the next connecting structure (if outside the 100 ft. area) in order to determine grades / depths of existing facilities.

The CONSULTANT will horizontally and vertically locate all potential outfall drainage ditches and streams. At these outfalls, cross sections will be obtained 400 feet upstream and downstream at 50-foot intervals, or as necessary to define the channel alignment, from the proposed roadway alignment. All cross sections will be extended from bank to bank of the existing channel plus 10 feet on either side.

The CONSULTANT will obtain field surveyed cross sections for use in the development of the hydraulic models necessary to study the FEMA hydraulic crossing on Jackson Creek & Jackson Creek Tributary – survey of FEMA cross sections should match the scope of outfall drainage ditch surveys as stated above, including any additional topographic survey that may be necessary, specific to channel alignment and proximity to adjacent pavements, etc.

The CONSULTANT shall update the existing project DTM / topo files (prepared by others and provided to the CONSULTANT) with all supplemental field survey data as shown above.

The CONSULTANT will stake and obtain boring elevations for all geotechnical borings performed on the project by the CONSULTANT. The CONSULTANT should assume (34) borings to be surveyed for this project.

The CONSULTANT will stake the proposed and present rights-of-way for parcels to be affected, to assume 50 tracts, upon direction. Right-of-way staking will consist of placing 36-inch stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100-foot intervals in tangents and 50-foot intervals in curves. These stakes shall be placed after Final Right-of-Way Plans have been developed and only after the Project Manager contacts the CONSULTANT when a property owner requests the right-of-way to be staked.

All right-of-way staking services will be separate from the lump sum amount for Task 3 and will be invoiced on a cost plus, fixed not to exceed amount, only when authorized by the COUNTY. The CONSULTANT should assume multiple trips as the staking may involve one or several parcels.

The CONSULTANT will notify the COUNTY's designated Project Manager prior to performing any work on site. The CONSULTANT will not be responsible for obtaining permissions from property owners for surveys outside of the existing Right-of-Way.

## **Task 4**

### **ROADWAY DESIGN**

The COUNTY will provide the CONSULTANT approved Design Criteria, Project Concept Report, and Preliminary Roadway Plans as well as any review comments. No modifications to the Two Notch Road and the Polo Road intersection or the northbound approach of the Mallet Hill and Polo Road intersection are assumed as part of this scope of services.

***Design Criteria*** – Approved Design Criteria will be provided to the CONSULTANT by the COUNTY. The design criteria was developed by the CONSULTANT for the project in accordance with the DEPARTMENT's *Roadway Design Manual 2017, Road Design Plan Preparation Guide-2000, Standard Drawings for Road Construction*, and all applicable American Association of State Highway Transportation Officials (AASHTO) publications. Any exceptions and/or deviations from established design guides and standards will be identified. The CONSULTANT will notify the COUNTY of any exceptions and/or deviations from the Design Criteria as soon as identified.

***Traffic Study & Analysis*** – A traffic study of the roadway corridor has been performed by the CONSULTANT during the first phase of the contract. The traffic study evaluated operations, capacity (intersection & segmental) and Levels of Service throughout the corridor, turn lane queue evaluation and design storage requirements and recommendations for further traffic signal warrant analyses at specific intersections. The COUNTY will provide the study to the CONSULTANT.

***Preliminary Roadway Plans*** – The Preliminary Roadway Plans were developed during the first phase of the contract. However, these will be modified for the current design and resubmitted for approval from COUNTY/SCDOT.

***Design Verification and Refinement*** – Utilizing the approved design criteria, preliminary roadway plans, traffic study and recommendations, field surveys and site visits, the CONSULTANT will verify the preliminary design. Utilizing comments received to date (as shown in COUNTY / SCDOT comment review matrices) as well as any additional field information including data obtained during the SUE phase of the project, the CONSULTANT will refine the horizontal and vertical design for the project. It is assumed that the profile shown in the preliminary plans should be retained until the proposed and approved pavement design is provided to the CONSULTANT. The CONSULTANT should assume that the approved pavement design would be provided along with approved preliminary plans.

The CONSULTANT should evaluate the design illustrated in the preliminary plans and propose potential design modifications to the typical section and / or horizontal / vertical designs (within approved design criteria requirements and SCDOT & AASHTO standards) in order to provide the most cost-effective solutions for the project corridor, specific to minimization of utility impacts or rights of way impacts. The CONSULTANT shall present any proposed modifications to the COUNTY for approval prior to implementing the design change in subsequent plan submittals. The CONSULTANT shall evaluate roadway widening and any necessary alignment shifts in order to implement this design while reducing / minimizing adjacent property impacts. The CONSULTANT should assume the existing centerline will be shifted in up to 4 locations along the corridor for a final alignment.

### **Right-of-Way Plans**

Upon approval of the refined Preliminary Roadway Plans design, Traffic Study and SCDOT comments, the CONSULTANT will prepare Final Right-of-Way Plans according to standard DEPARTMENT criteria and format. Plans will be developed to the level of detail of approximately 70% Complete Construction Plans. New right-of-way will be annotated by the station and offset methodology in accordance with standard DEPARTMENT policy and procedures. Right of Way through Construction Plans will be developed at 1"=20' scale (horizontal) with all cross-sections developed at 50 foot intervals.

Right-of-Way Plans will be developed in accordance with the DEPARTMENT's *Road Design Reference Material for Consultant Prepared Plans* dated June 2010, with the following exceptions:

- Moving Items will only be shown on the Moving Items Sheet.
- The owner's name and any needed permissions will not be shown on the Plan Sheets. The only property information shown on the plan sheets will be the Tract Number.

The CONSULTANT will incorporate information obtained during the SUE phase of the project.

The CONSULTANT will establish horizontal and vertical alignments along with cross sections as needed in order to study the re-connection of driveways to the widened / relocated roadways. This design data will be shown in the plans in order to convey the extent/impact of the re-configuration of driveways necessary to provide access to the property. Driveways that are level with the widened roadway will not have a horizontal or vertical alignment set, but will be handled by only showing their connection in the roadway cross section and plan view based on the roadway cross section.

The CONSULTANT will attend the Right-of-Way Plans Design Review with the COUNTY / SCDOT to review the project design. The CONSULTANT will prepare meeting minutes / summary of discussions from the design review. The design review will be scheduled approximately 2 weeks after submittal of the preliminary right-of-way plans to SCDOT (COUNTY to coordinate review). The design review is typically conducted utilizing desktop-level data (review of aerial imagery and plan data) to review the proposed project limits, typical sections, design and impacts. Field visits to specific locations may be scheduled.

CONSULTANT should assume 1 field visit with the COUNTY / SCDOT associated with the design review.

The CONSULTANT will be responsible for providing a preliminary list of moving and demolition items for use by the right-of-way agent. This information shall be shown on the Moving Items / Demo Items sheet and shown with the preliminary right of way plans. The CONSULTANT will provide a final list of moving and demolition items to be shown in the construction plans.

A set of preliminary Right-of-Way Plans will be submitted to the COUNTY for review and comment. Following the review of the preliminary Right-of-Way Plans, the CONSULTANT will submit final Right-of-Way Plans for review and approval. As applicable, the final Right-of-Way plans will address comments on the preliminary Right-of-Way plans. Following review, comment and approval of each of the plan submittals (preliminary R/W and final R/W), the COUNTY shall provide the plans to the DEPARTMENT for their review, comment and/or concurrence. The CONSULTANT will be responsible for updating all plan deliverables, as applicable and as necessary, per DEPARTMENT reviews. Right-of-way plans as prepared by the CONSULTANT shall be developed to the level of detail necessary of 70% plans and per typical SCDOT plan requirements. The CONSULTANT shall also be responsible for providing responses to all COUNTY and DEPARTMENT comments documented within typical comment matrices.

Electronic media receivables for Right-of-Way Plans will be provided via electronic data storage device or through electronic file transfer and will include the information outlined in the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will provide final right-of-way CADD files to the COUNTY for the preparation of the right-of-way exhibits.

During the course of completing the final plans for construction, should changes be necessary which will affect right-of-way; these revisions will be promptly made, documented as revisions on plans, and identified to those implementing right-of-way appraisal and acquisition. The CONSULTANT will provide updated CADD files to the COUNTY to update the right-of-way exhibits.

The CONSULTANT should assume 30% of the tracts shown with new rights-of-way on the final right-of-way plans to require right-of-way revisions. The CONSULTANT shall submit plan changes due to right-of-way revisions per the following schedule (necessary sheets only);

- One (1) full-size
- Eight (8) half-size

The CONSULTANT will develop and provide to the COUNTY an updated cost estimate for the project, to be submitted with the final right-of-way plans.

## **Final Roadway Design and Plans**

***Roadway Construction Plans*** – The construction plans will be a continuation of Right-of-Way Plans. Original Right-of-Way Plans will be retained by the CONSULTANT after appropriate COUNTY reviews and signatures and then developed into construction plans.

Plan and profile sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

The CONSULTANT will provide curb grades for the project as necessary for drainage design and to facilitate construction.

Construction plans shall incorporate all items presented in the Roadway Construction Plans section of the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will attend the Final Roadway Plans Design Field Review with the COUNTY to review the project design in the field. The CONSULTANT will prepare meeting minutes / summary of discussions from the design field review. The final design field review will be scheduled approximately 2 weeks after submittal of the preliminary construction plans (COUNTY to coordinate field review).

A set of Preliminary Construction Plans (assumed 95% complete) will be submitted to the COUNTY for review and comment prior to final plan delivery. Following review of the preliminary construction plans, the CONSULTANT shall finalize the plans and submit the Final Construction plans (signed and sealed by a Professional Engineer licensed in the state of South Carolina). As applicable, the final construction plans will address comments on the preliminary construction plans. Following review, comment and approval of each of the plan submittals (preliminary const and final const), the COUNTY shall provide the plans to the DEPARTMENT for their review, comment and/or concurrence. The CONSULTANT will be responsible for updating all plan deliverables, as applicable and as necessary, per DEPARTMENT reviews. The CONSULTANT shall also be responsible for providing responses to all COUNTY and DEPARTMENT comments documented within typical comment matrices.

The Preliminary Construction cost estimate will be updated by the CONSULTANT and submitted with the Preliminary Construction Plans for use by the COUNTY.

On or before the contract completion date, the CONSULTANT will deliver to the COUNTY one complete set of Final Construction Plans, an Engineer's Estimate, and "Project Specific" Special Provisions. See Project Special Provisions and Engineer's Estimate for the description of the Engineer's Estimate and "Project Specific" Special Provisions.

***Project Special Provisions and Engineer's Estimate*** – The CONSULTANT will prepare all "Project Specific" Special Provisions and include them in the format compatible with the DEPARTMENT Construction Administration Section. The CONSULTANT will work closely with COUNTY personnel in the CONSULTANT'S development of the construction document package.

Also, utilizing recent bid data from similar projects in the area, the CONSULTANT will prepare an Engineer's Estimate for construction of this project. The estimates will be based on the final summary of quantities and will be used in the final bid analysis and award.

The CONSULTANT will provide one full size (22"x36") and two half size sets at each review stage.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the DEPARTMENT standard drawings, specifications, and design manuals that are current as of the first issuance of the task order scope by the COUNTY to the CONSULTANT.

## **Task 5**

### **PAVEMENT MARKING AND SIGNING**

Final pavement marking/signing plans will be prepared at a scale of 1"=50' unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation (DEPARTMENT typicals may be used where applicable), details showing lane lines, edge lines, stop bars, symbol and word messages and other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition* and DEPARTMENT details will be incorporated into the plans.

## **Task 6**

### **TRAFFIC SIGNAL DESIGN**

The CONSULTANT shall modify existing traffic signal plans to accommodate necessary signal phasing, signal head arrangement, signal timing, pedestrian signals and appurtenances. All existing traffic signal supports, span wire configuration, signal controller cabinet, and conduit shall be retained. The CONSULTANT shall prepare traffic signal plans at a scale matching the existing traffic signal plan as required for the project. Traffic signal plans shall conform to the *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition*, and DEPARTMENT Standard Drawings, SCDOT Traffic Signal Design Guidelines: 2009 edition and SCDOT's latest Traffic Signal Memos. Pedestrian signal features such as pedestrian signal poles, pedestrian signal heads, push-buttons, signs etc. shall be included as per current SCDOT Traffic Signal Design Guidelines. The plans shall also include pedestrian signal timing parameters. The CONSULTANT shall prepare Special Provisions for Traffic Signal Installation based on current DEPARTMENT guidelines.

Traffic Signal modifications shall be prepared for the following signalized intersections:

- Polo Road (S-2214) at Two Notch Road (US-1) – signal timing optimization



- Polo Road (S-2214) at Mallet Hill (Local) – signal timing optimization

The COUNTY will provide existing signal timing and plans, as available from the DEPARTMENT.

For this scope of work, services specific to interconnection of signals is not included. Should these services ultimately be required, a contract modification will be negotiated.

## **Task 7**

### **TRANSPORTATION MANAGEMENT PLAN**

***Work Zone Traffic Control Plans*** – The design and preparation of one set of Work Zone Traffic Control plans will be accomplished for the roadway project. The plans will include a description of the sequential steps to be followed in implementing the plans, and will be developed at a scale of 1"= 50', unless otherwise agreed upon. The traffic control plans will include lane closures, traffic control devices, temporary lane markings, and construction signing and sequencing notes. The plans will identify lane widths, transition taper widths, and any geometry necessary to define temporary roadway alignments. Also, the plans will address the type of surface to be used for all temporary roadways. Standard traffic control details will be incorporated into the plans for most work activities, but detailed staging plans will be required where impacts upon the normal traffic flow are significant.

Preliminary traffic control plans will be submitted in conjunction with the 95% complete roadway plans, and the final signed and sealed traffic control plans along with quantities will be submitted with the final roadway construction plans.

The Polo Road Widening project should be assumed an “*Intermediate*” project per the DEPARTMENT’s *Rule on Work Zone Safety and Mobility*.

***Transportation Operations Plan*** – The CONSULTANT will prepare a Transportation Operations Plan which will address the traffic operations within the work zone impact area and strategies for minimizing the impact to traffic operations. Some of the Work Zone Management Strategies for use in the Transportation Operations Plan can be found in Table 5B of the DEPARTMENT’s *Rule on Work Zone Safety and Mobility*.

***Public Information Plan*** – The CONSULTANT will develop a Public Information Plan in conjunction with the COUNTY which will contain strategies for providing information to the public and other impacted entities. Some Public Information strategies which may be used in the development of the Public Information Plan can be found in Table 5C of the DEPARTMENT’s *Rule on Work Zone Safety and Mobility*.

## Task 8

### **STORMWATER MANAGEMENT/HYDRAULIC DESIGN**

The CONSULTANT conducted preliminary roadway drainage design, stormwater management, and hydraulic design. The task included drainage field reviews/data acquisition, development of drainage design criteria, preliminary major cross-line studies (major cross-lines are designated as cross-line structures including and larger than 48" pipes), preliminary outfall studies, and preliminary studies for FEMA floodplains and jurisdictional stream crossings, as applicable, and preparation of a Preliminary Drainage Summary Report. Detailed ditch design and closed-system stormwater design was not included in the previous scope of work. Additionally, field surveys of drainage structures / cross-lines, etc. were not performed as part of the previous scope of work.

The CONSULTANT will perform the Stormwater Management and Hydraulic Design for the project based on SCDOT Design Guidelines. Any conflicts in design criteria for the review agencies will be evaluated with the COUNTY to determine the appropriate design procedure for the project, prior to preliminary plan approval. This task includes roadway drainage and hydraulic impact studies for the FEMA floodplain crossings.

**Roadway Drainage** - The roadway drainage design for the project will be completed utilizing design procedures that comply with stormwater management and sediment and erosion control regulations and the NPDES general permit. All drainage calculations will be performed with methods suggested in the DEPARTMENT's *Requirements for Hydraulic Design Studies* dated May 26, 2009 and be made available to the COUNTY for approval.

The CONSULTANT will perform a field review of the project and a visual inspection of the existing drainage systems within the project area. The inspections performed will not include any material testing or structural analysis. The CONSULTANT will document any irregularities in the existing drainage system and provide the data to the COUNTY. If needed, the CONSULTANT will meet with the COUNTY in the field to review and discuss the condition of the existing drainage system prior to reuse in the proposed design. If additional testing or inspection (video pipe inspection) is recommended, the CONSULTANT will prepare the recommendation and submit to the COUNTY for submittal to the DEPARTMENT.

Roadway drainage design for the project is dictated by the project horizontal and vertical geometry. It is assumed that the proposed closed drainage system will not begin until after approval of a final horizontal and vertical geometry by the COUNTY. The design will be terminated at available existing outfall locations or at new locations that will be constructed as a part of the project. Drainage areas will be defined from the existing topography as determined from available mapping and field survey. Design year storms will be established in conjunction with DEPARTMENT guidelines for on-site and off-site runoff. For the design year storm, rainfall intensities appropriate for the project area will be determined and the runoff will be calculated for each drainage area. For each contributing sub-area, a structure will be identified to

accept the runoff (inlet, cross-pipe, ditch, etc.). Based on accumulation of runoff, appropriate pipe sizes will be chosen to convey the runoff to the outfall.

The hydrologic analysis of each watershed will be performed with the appropriate method for the Sandhills physiographic region. Pre- and post-construction peak discharges will be computed at each outfall. Outfalls will be evaluated in accordance with DEPARTMENT and NPDES regulations. If required to control stormwater quality or peak flow rate, water quality or detention basins will be added using a hydraulic routing method. Energy dissipaters may also be utilized based on HEC-14 procedures. Outfall channel protective measures will be based on design methods in HEC-15 and/or HEC-11.

Roadway cross-lines will be designed and analyzed according to the principles given in FHWA's Hydraulic Design Series No. 5. Cross-line pipes will be sized based on DEPARTMENT criteria and possible backwater effects. To reduce backwater, multiple pipes or multiple barrel culverts may be used in lieu of a single structure. Closed storm sewer systems will be analyzed with GEOPAK Drainage or XP-SWMM. Roadway inlets will be located based on FHWA's Urban Drainage Design Manual HEC-22. Any roadway ditches will be sized with Manning's equation, and designed using HEC-15 methodologies.

The storm sewer design for the project will be performed to minimize impacts to existing utilities if possible. Existing utility data will be obtained by the COUNTY from the utility owners within the project area. The CONSULTANT will utilize this data as part of the design for the storm sewer systems. The CONSULTANT will adjust pipe locations and inverts if possible. If conflicts cannot be avoided, the CONSULTANT will evaluate the use of utility conflict boxes or other devices to minimize the need for utility relocations. The CONSULTANT and the COUNTY acknowledge not all utility relocations can be avoided.

The CONSULTANT will evaluate the potential impacts from the project on water quality. If dictated by project permitting, the CONSULTANT will utilize water quality best management practices to provide treatment to pavement runoff prior to entering environmentally sensitive areas.

The location of the storm drainage systems will be shown on the roadway plan sheets or replicated drainage sheets. Additional plan information will include pipe and drainage structure size, location, type and elevation. A Stormwater Management Design Report will be prepared for the project based on SCDOT guidelines and will include a project description, drainage approach and methodology, design calculations, soils descriptions, and location maps.

***Hydraulic Analysis*** – The proposed improvements along Polo Road will likely impact the FEMA-defined Special Flood Hazard Areas associated with Jackson Creek & Jackson Creek Tributary. The project will include a detailed hydraulic study to evaluate the existing and proposed hydraulic structures. The hydraulic study will be completed according to local, DEPARTMENT, and Federal Emergency Management Agency (FEMA) regulations.

The existing hydraulic structure under Polo Road at Jackson Branch is a 36” RCP crossing. Jackson Branch Tributary is a 48” RCP. The stream crossings within the project corridor are designated Zone AE Special Flood Hazard Areas. The Zone AE designation indicates a detailed hydraulic model has been developed for the streams. The CONSULTANT will obtain and verify all existing hydraulic data and use the existing models as the basis of the studies. The existing models will be updated to reflect field survey data of the project areas. The existing hydraulic model will be utilized to evaluate the potential impacts of extending the culverts. If necessary, the existing hydraulic model will be utilized to evaluate potential replacement structures as well. The proposed conditions models will be developed based on the proposed design to analyze the potential impacts of the project. The analysis of the existing hydraulic data will include a review of the watershed and FEMA calculated design flows to ensure their accuracy with existing conditions. The Hydraulic Design and Risk Assessment will include existing and proposed hydraulic models, hydrological analysis, velocity conditions in the vicinity of the crossing, and any recommendations with regard to stabilization of the waterway. The proposed project may impact the existing FEMA study and, therefore, a Conditional Letter of Map Revision (CLOMR) may be required. If the hydraulic modeling indicated the water surface elevations will not be impacted based on the proposed design, a No-Impact Certification will be completed. If required, the CONSULTANT will prepare all necessary documentation and studies for the CLOMR and provide to the COUNTY for approval. The CONSULTANT will also coordinate with the Floodplain Coordinator and FEMA as needed during the preparation of the CLOMR or No-Impact Certification and during the submittal process. For the purposes of this scope assume that a CLOMR will be required.

## **Task 9**

### **SEDIMENT AND EROSION CONTROL/NPDES PERMITTING**

***Sediment and Erosion Control*** – The project will include the development of Sediment and Erosion Control Plans as well as the preparation of Supporting Documentation for the Land Disturbance Permit Application.

The erosion control plans will be prepared on replications of the roadway plan sheets at a scale of 1"=20', unless otherwise agreed upon. The erosion control plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment ponds, sediment dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The plans will reference the DEPARTMENT’s Standard Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. The placement of erosion control measures outside proposed right-of-way through the use of temporary easements will be investigated as a possibility if they will not fit within proposed right-of-way. Quantities for erosion and sediment control items will be calculated based on DEPARTMENT typical drawings. Any required erosion control computations will be completed with approved methods and submitted to the COUNTY.

***NPDES Permitting*** – The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for construction activities. The NPDES permit is required by the South Carolina Department of Health and Environmental Control (SCDHEC) for all land disturbing activities in South Carolina.

The CONSULTANT will assist the COUNTY with the development of the NPDES permit application as well as with the submission of any required supporting data. The Stormwater Management Report for the project will contain all supporting data developed by the CONSULTANT for the project. The CONSULTANT will provide additional calculations and make revisions to the construction plans as required by the permit reviewer. This scope of services does not include redesign of any elements of the roadway design as a result of comments from the NPDES permit reviewer. Any required revisions would be completed under a separate contract modification.

## **Task 10**

### **GEOTECHNICAL EXPLORATIONS AND ENGINEERING SERVICES**

***General*** – The CONSULTANT will perform a preliminary and final geotechnical exploration for embankments, new slopes and/or retaining walls, cross-line pipes, culvert extension and shoulder widening. The CONSULTANT will gather samples, conduct tests, and analyze necessary soil and foundation data for embankments, new slopes and/or retaining walls, culvert extensions, and/or culvert replacement. The results of the sampling, testing, analysis, and recommendations concerning the design will be compiled into preliminary & final reports for submittal to the COUNTY. The following design standards will apply:

- 2007 SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Supplemental Specifications and Special Provisions
- 2019 SCDOT Geotechnical Design Manual (GDM), Version 2.0
- 2008 SCDOT Pavement Design Guidelines

***Field Exploration (Preliminary Subsurface Exploration)*** – Prior to beginning the preliminary subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT will comply with published DEPARTMENT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTMENT right-of-way.

Preliminary boring locations will be located along or adjacent to the proposed alignments of the roadway, shoulder widening, new slopes, retaining walls, cross-line pipes and culvert extension within the DEPARTMENT's right-of-way and/or outside the DEPARTMENT's right-of-way. The preliminary boring locations will complement the final boring locations. Boring locations in the final exploration may occur outside and/or inside DEPARTMENT right-of-way. The CONSULTANT shall be responsible for providing notification to utility owners prior to geotechnical field work in order to obtain clearance of utilities and marking of utility lines and

services. A request for utility marking will be made to the Statewide Utility One-call Service (SC811) at least 3-days prior to field work. Information obtained in Task 12 will be shared with geotechnical staff prior to field exploration work. Proposed boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed preliminary subsurface exploration plans including the anticipated final boring locations to the COUNTY prior to initiation of field work for review and acceptance. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The preliminary subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

### **Embankments, New Slopes and/or Retaining Walls, Cross-line Pipes, Culvert Extension– Subsurface Exploration**

- Roadway soil test borings will be performed in general accordance with the SCDOT Geotechnical Design Manual which references the SCDOT Pavement Design Guidelines for boring frequency. The CONSULTANT has assumed that cut and fill sections will be ten (10) feet or less for the majority of the roadway improvements.
- Eleven (11) roadway embankment soil test borings (hand auger borings with dynamic cone penetrometers or Standard Penetration Test (SPT) borings) will be performed up to depths ranging from 5 to 20 feet, auger refusal, or hole collapse (whichever occurs first) inside and outside the DEPARTMENT right-of-way. Preliminary soil test borings will be spaced approximately 1,000 feet along the roadway, shoulder widening and multi-use path.
- Five (5) embankment/retaining wall test SPT borings will be performed to depths ranging from 20 to 25 feet or refusal (whichever occurs first) inside the DEPARTMENT right-of-way.
- Two (2) bulk samples will be obtained for laboratory testing to be used as part of new slope/retaining wall analysis.
- Twenty-two (22) bulk samples will be obtained for pavement thickness recommendations. Bulk samples will be obtained from a combination of shallow excavations in the existing shoulder and from roadway embankment boring auger cuttings.
- At this time the quantity, location, length and height of the proposed embankment expansion/retaining walls are not generally defined, but retaining walls may be needed due to right-of-way acquisition costs.
- One (1) SPT boring is proposed for culvert extensions. The boring will be extended to a depth of 15 feet or auger refusal, whichever is shallower. Two (2) hand auger borings are also proposed in the channel on each end of the culvert in case culvert extensions are utilized. These borings may be inside or outside the DEPARTMENT's right-of-way. Clearing will likely be needed for access.
- Twenty-four hour water measurements will be made in the SPT and hand auger borings.

Bore holes will be backfilled with auger cuttings. Core holes in the pavement needed for boring access will be backfilled with cold-patch asphalt.

### **Other Field Testing Items**

- Traffic control will be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that 5 days of lane closures and 5 days of shoulder closures will be necessary to safely access the boring locations.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 3.

**Field Engineering** – The CONSULTANT will provide oversight of hand auger borings and drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM D2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

**Laboratory Testing** – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing for the preliminary exploration will be the following:

- 26 Natural Moisture Content Tests
- 26 Grain Size Distributions with wash No. 200 Sieve
- 26 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 22 SCDOT Soil Classification Tests (Bulk Samples for Pavement Thickness)
- 2 Remolded Tri-axial Shear Tests (CU) or Direct Shear Tests depending on soil classification
- 24 Standard Proctor Tests
- 22 Three-Point California Bearing Ratio (CBR) Tests.

**Preliminary Geotechnical Subsurface Data Report** – After the completion of field and laboratory testing, a preliminary Geotechnical Subsurface Data Report (GSDR) will be prepared in general accordance with the procedures outlined in the GDM. The preliminary GSDR shall be written in general accordance with the GDM Chapter 21. The preliminary GSDR will be signed and sealed by a registered SC Professional Engineer.

**Preliminary Roadway Geotechnical Engineering Report** – The Preliminary Roadway Geotechnical Engineering Report will be conducted in general accordance with the procedures outlined in the GDM. The report will include a subsurface profile for the preliminary geotechnical subsurface exploration in accordance with the GDM Chapter 7. The preliminary geotechnical engineering report shall be written in general accordance with the GDM Chapter 21. The preliminary report will also include recommendations for two (2) hot-mixed asphalt

HMA pavement sections. Consultant will recommend a section supported on Graded Aggregate Base Course (GABC) and a section supported on HMA Base Course. The preliminary report will be signed and sealed by a registered SC Professional Engineer. The report will be submitted at least 7-days prior to the submittal of preliminary right-of-way plans.

**Field Exploration (Final Subsurface Exploration)** – Prior to beginning the final subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT will comply with published DEPARTMENT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTMENT right-of-way

CONSULTANT will request an updated SC811 ticket prior to starting field work for the final exploration.

Final boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed final subsurface exploration plans to the COUNTY prior to initiation of field work for review and acceptance. The testing locations will be coordinated with the preliminary exploration to avoid testing in the same location. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The final subsurface exploration plan is to include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

### **Embankments, New Slopes and/or Retaining Walls, Culvert Extension – Subsurface Exploration**

- CONSULTANT will have determined location and extent of new retaining walls prior to field work for the final geotechnical exploration.
- CONSULTANT will also have determined if the 36” and/or the 48” pipe culverts will be extended or replaced.
- Roadway soil test borings will be performed as specified in the SCDOT Geotechnical Design Manual which references the SCDOT Pavement Design Guidelines for boring frequency. The CONSULTANT has assumed that generally cut and fill sections will be five (5) feet or less in height for the majority of the improvements.
- Final soil test borings will be performed at a frequency of approximately 1,000 feet within the DEPARTMENT’s right-of-way or on private property with access permission obtained by the COUNTY. The combined preliminary and final boring spacing should be approximately 500 feet. Retaining walls require a boring every 150 feet.
- Eleven (11) additional roadway soil test borings (hand auger borings with dynamic



- cone penetrometers or SPT borings) will be performed up to depths ranging from 5 to 20 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the DEPARTMENT right-of-way.
- We have assumed six (6) pipe culvert cross-ties will be constructed along the project corridor. To evaluate subgrade conditions at these culvert cross-tie locations twelve (12) soil test borings (hand auger borings with dynamic cone penetrometers or SPT borings) will be performed up to depths ranging from 5 to 15 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the DEPARTMENT right-of-way.
  - Four (4) embankment/retaining wall soil test SPT borings will be performed to depths ranging from 20 to 35 feet or refusal (whichever occurs first). Boring may be conducted within the DEPARTMENT's right-of-way and/or on private property.
  - Two (2) bulk samples will be obtained for laboratory testing to be used as part of slope stability/retaining wall analysis.
  - Two (2) drainage culverts are expected to be extended on end or replaced. One (1) Standard Penetration Test (SPT) boring to a depth of 15 feet is planned to supplement the borings from the preliminary exploration. The SPT boring should accomplish the GDM minimum test frequencies for culvert extensions or culvert replacement when combined with the preliminary exploration. Clearing may be needed for access.
  - Twenty-four hour water measurements will be made in the SPT and hand auger borings.

### **Other Field Testing Items**

- Traffic control will be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that 5 days of lane closures and 5 days of shoulder closures will be necessary.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 3.

**Field Engineering** – The CONSULTANT will provide oversight of hand auger borings and drill rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

**Laboratory Testing** – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:

- 25 Natural Moisture Content Tests
- 25 Grain Size Distributions with wash No. 200 Sieve
- 25 Moisture-Plasticity Relationship Determinations (Atterberg Limits)

- 2 Remolded Tri-axial Shear Tests (CU) or Direct Shear tests depending on soil classification.
- 2 Standard Proctor tests

***Final Geotechnical Subsurface Data Report*** – After the completion of field and laboratory testing, a final Geotechnical Subsurface Data Report (GSDR) will be prepared in general accordance with the procedures outlined in the GDM. The final GSDR shall be written in general accordance with the GDM Chapter 21. The report will include recommendations for HMA pavement composition and layer thicknesses. The pavement layer compositions and thicknesses may be modified from the preliminary report based on comments received from the SCDOT, County, and/or Prime Consultant. However, the recommended HMA pavement base layer will be comprised of GABC or HMA base. Cement-stabilized earth base (CSEB), cement-modified recycled base (CMRB), and cement-stabilized aggregate base (CSAB) design and recommendations are not included. Traffic counting is not included in Geotechnical Scope. Consultant will use published SCDOT traffic data to develop recommendations. The final GSDR will be signed and sealed by a registered SC Professional Engineer.

***Final Roadway Geotechnical Engineering Report*** – The Final Roadway Geotechnical Engineering Report will be conducted in general accordance with the procedures outlined in the GDM. The report will include a subsurface profile for the final geotechnical subsurface exploration in accordance with the GDM Chapter 7. The final geotechnical engineering report will be written in general accordance with the GDM Chapter 21. The final report will be signed and sealed by a registered SC Professional Engineer. The report will be submitted with the Preliminary Construction Plans.

The CONSULTANT will notify the COUNTY’S designated Project Manager prior to performing any work on site.

This scope of services does not include any work or activities associated with geotechnical investigations for the development of pavement designs. The COUNTY will provide approved pavement design(s) to the CONSULTANT.

## **Task 11**

## **ROADWAY STRUCTURES DESIGN AND PLANS**

***General*** – This task includes design and plan development criteria for potential retaining walls and a culvert extension that may be required due to the proposed improvements along the project corridor. There will be no aesthetic requirements for the retaining walls or culvert. Location and quantities of any temporary shoring required for roadway construction will be included in the roadway structures construction plans; the shoring design and detailing is the responsibility of the contractor. The following design and construction specifications will be used in the design and preparation of retaining wall and culvert plans:

- The 2007 edition of the DEPARTMENT's *Standard Specifications for Highway Construction*.
- AASHTO's *LRFD Bridge Design Specifications*, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution.
- AASHTO's *LRFD Bridge Construction Specifications*, 3<sup>rd</sup> edition (2010) and the latest Interim Specifications in place at the time of contract execution.
- The DEPARTMENT's *Geotechnical Design Manual, v. 2.0, 2019*
- Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for design and/or construction.
- DEPARTMENT's Standard Drawings for Road and Bridge Construction.
- DEPARTMENT's *Roadway Design Manual, 2017*.
- DEPARTMENT's *Road Design Plan Preparation Guide*.
- AASHTO "Guide Specifications" as may be applicable to the project.

***Retaining Wall Design and Plans*** – A retaining wall(s) may be required. The roadway retaining walls are assumed to be cast-in-place, reinforced brick masonry, and/or keystone retaining walls and will be represented in the plans by plan views, envelope drawings, and associated notes and details. It is assumed that approximately 2,000 linear feet of retaining wall, at up to 5 separate locations from 2' - 10' high, will be required.

***Culvert Design and Plans*** – There are two existing culverts within the project area that are of insufficient length to accommodate the proposed roadway section. The existing hydraulic structure under Polo Road at Jackson Branch is a 36" RCP crossing. Jackson Branch Tributary is a 48" RCP. Per calculations prepared in the preliminary phase of the project, the 48" RCP will need to be replaced. If the existing 36" pipe meets hydraulic design criteria the culvert must be evaluated to determine if it is suitable for extension or if complete replacement will be required. The CONSULTANT will be required to make a recommendation to the COUNTY.

For fee purposes, it is assumed that the culvert will be extended on both ends. The culvert extension will be represented in the plans by plan and elevation views, as well as associated notes and representative details.

Noise wall design is excluded from this scope of services.

## Task 12

### SUBSURFACE UTILITIES ENGINEERING (SUE)

Within 45 days of Notice to Proceed for the contract, the CONSULTANT will provide the COUNTY with a recommendation as to the extent of SUE services to be provided. This should include as much information as can be assembled on utility type, approximate location, owner, and material type. This information will be used to specifically define the limits of the SUE work to be performed.

The CONSULTANT shall perform work in two phases. The first phase consists of designating services (Quality Level B and C). For the purpose of this agreement, “designate” shall be defined as indicating (by marking) the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this agreement, “locate” means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The CONSULTANT shall provide these services as an aide in the design of right-of-way and construction plans for the project.

Unless specifically stated otherwise, the CONSULTANT shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

Designating shall be estimated on a cost per linear foot basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Locating shall be estimated on a per-each basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Direct charges for mileage, meals, lodging and reproductions shall be shown separately. Traffic control shall be estimated on a per day basis and shown separately. No separate payment will be made for mobilization and should be included in the per linear foot or per each price for designating or locating.

#### **Designating** –

A. In the performing of designating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of **Quality Level B** information for approximately 77,504 LF of underground utilities.
2. Provide all equipment, personnel and supplies necessary for the completion of **Quality Level C** information for approximately **9,000** LF of underground utilities.
3. Provide all equipment, personnel, and supplies necessary for the accurate recording of information for approximately 0 LF of **aerial utilities**. *The estimation of aerial utilities is measured from power pole to power pole and is not an estimation of each line attached to the poles.*
4. Conduct appropriate records and as-built plans research and investigate site conditions. Digital copies of records and as-built plans research to be provided to COUNTY.

5. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of way.
6. Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.
7. Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
8. Draft survey information using DEPARTMENT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
9. Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.

B. In the performing of designating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

*The above quantities are based on the Level B designation assuming 10,000 feet along Polo Road and 33 feet along each side road and 33 feet down each entrance road. It is assumed that there will be 11 utility providers within the project limits. 6 underground designated utilities along Polo Road, and 3 aerial utilities(aerial is not included in this scope). Side roads are assumed to be similar to Polo Road (assuming some utilities have multiple lines). US 1 intersection is not part of the scope of services.*

The CONSULTANT will notify the COUNTY immediately should additional SUE be recommended. The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

### **Locating** –

No locating services (Level A test holes) are included as a direct service associated with this scope of work. Should locating services be deemed necessary during the design and utility coordination services, these services shall be paid for through the project contingency budget on a per Level A test hole cost. CONSULTANT to provide a per test hole cost for future use, should locating services be needed.

The services to be conducted by the CONSULTANT, in the performance of locating services, only as directed and by prior approval by the COUNTY, include the following:

A. In the performance of locating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level A test holes.
2. Conduct appropriate records and as-built research and investigate site conditions. All records and as-built research to be made available to the COUNTY.
3. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of-way.
4. Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
5. Excavate test holes to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the CONSULTANT shall comply with all applicable utility damage prevention laws. The CONSULTANT shall schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.
6. Provide notification to the COUNTY concerning 1) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; 2) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; 3) the estimated outside diameter of the utility and configuration of non-encased, multi-conduit systems; 4) the utility structure material composition, when reasonably ascertainable; 5) the benchmarks and/or project survey data used to determine elevations; 6) the paving thickness and type, where applicable; 7) the general soil type and site conditions; and 8) such other pertinent information as is reasonable ascertainable from each test hole site.
7. When an attempt to locate a utility line over an area where SUE was performed does not provide valid vertical data, the test hole shall not be reimbursable by the COUNTY. In the following cases, test holes shall be reimbursed by the COUNTY regardless of obtaining valid vertical data:
  - a. Utility lines buried in materials that cannot be removed by vacuum techniques other than duct banks,  
The CONSULTANT to provide a separate unit cost for “test holes attempted” and any test holes that do not provide valid vertical data, shall be paid at this rate.
8. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
9. Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.
10. Test hole information shall be formatted and presented on CONSULTANT’s certification form and listed in a test hole data summary sheet.
11. Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.

B. In the performance of locating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

## **Task 13**

### **UTILITY COORDINATION ASSISTANCE**

The CONSULTANT shall coordinate the project development with the COUNTY's Utility Coordinator. Coordination shall involve inviting the COUNTY's Utility Coordinator to necessary project meetings, providing updates to schedule, and providing project files as requested by COUNTY's Utility Coordinator. The CONSULTANT will provide electronic copies and pdf's of the Survey and Subsurface Utility Engineering as well as a listing of the utilities that exist within the project limits as soon as the information becomes available so that early coordination with utility companies can begin. The COUNTY'S Utility Coordinator will handle coordination of the project development with utility companies. The CONSULTANT will anticipate approximately 4 meetings for Utility Coordination.

## **Task 14**

### **CONSTRUCTION PHASE SERVICES**

The proposed construction phase services shown below are assumed at this time. All necessary construction phase services will be evaluated and negotiated upon completion of the design services tasks and prior to the proposed construction contract. A contract modification will be negotiated for these services, if necessary.

***Pre-Construction/Partnering Conference*** – The CONSULTANT will attend the Pre-Construction/Partnering Conference and respond to questions by the CONTRACTOR pertinent to the design and proposed construction methodology. Assume one Pre-Construction/Partnering Conference.

***Construction Phase Project Meetings*** – The CONSULTANT will attend meetings with the COUNTY to discuss construction issues as needed during the construction of this project. Assume 24 meetings, as needed. The CONSULTANT will not be responsible for agendas, minutes, or other materials for this task.

***Construction Phase Assistance*** - The CONSULTANT will assist COUNTY personnel during the construction phase when problems or questions arise relating to the design and proposed construction methodology. Assume 6xx hours per month for project construction duration of 24 months.

**Construction Revisions** – The CONSULTANT will make necessary revisions to construction plans that arise during the construction phase of the project. Assume 5 construction revisions.

**Shop Plans and Working Drawings Review** – The CONSULTANT will review the Contractor’s shop drawings and working drawings as required by the 2007 Edition of the *Standard Specifications for Highway Construction*, in a timely manner following award of contract and during construction. This includes retaining wall components only.

**Geotechnical Design and Construction Services** – The CONSULTANT shall also provide geotechnical construction engineering services which shall include the following items:

- General embankment construction troubleshooting
- Written evaluation of soil strength testing on borrow excavation materials
- General retaining wall construction troubleshooting
- Review and approval of the Contractor’s MSE shop drawings, if applicable
- The scope of services shall be conducted according to the DEPARTMENT’s Standard Specifications, supplemental specifications, and/or plan notes.

The CONSULTANT should anticipate 96 total hours for this task.

**As-Built Plans** – The CONSULTANT will not be responsible for the development of As-Built Plans for this project.

## **Services Not Provided**

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Landscaping and irrigation plans
- No structural design for new bridges
- Environmental Assessment Documentation
- Falling Weight Deflectometer (FWD) testing
- Video Pipe Inspection
- The CONSULTANT shall not be the “responsible engineer” referenced IN 2009-04 who evaluates the structural condition and performs the preliminary inspection of existing pipes and culverts to determine if they can be retained. The DEPARTMENT shall determine if existing pipes and culverts are to be retained due to structural conditions. The CONSULTANT will indicate the retention/extension of all existing pipes/culverts which meet the hydraulic requirements unless otherwise directed by the DEPARTMENT
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Utility coordination, other than previously stated
- Right-of-way acquisition, exhibits, negotiations, or appraisals
- Administering or advertising the bid process



- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- Location of water and sewer utility services for each utility customer in the project area.
- All other services not specifically included in this scope of work

## **Services of the COUNTY**

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein.
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Eminent Domain advertisement notice.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting.
- Provide Security guard for the public information meeting.
- Final processing of JD and Wetlands Permit and coordination with the agencies.
- Existing roadway plans.
- Approved Design Criteria.
- Preliminary Plans and associated CADD and other related files
- SCDOT Comments & Responses to the Preliminary Plans.
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable.

- Section 106 of the National Historic Preservation Act.
- Provide Existing utility data provided by Utility Owners within the project area
- As-built roadway plans.
- Construction Engineering and Inspection (CEI)
- Phase 1 Environmental Site Assessment
- Approved Traffic Report

## Project Deliverables

The CONSULTANT will submit the deliverable items shown below within the time allotted for each phase of work. Delivery may not be in the order shown.

- Monthly status updates
- Meeting agendas and minutes
- Permit Determination Form
- Pavement coring or pavement design
- Utility coordination
- 
- SCDOT USACE General Permit Application Package, including supplemental documentation
- Phase 1 Cultural Resources Surveys (Two (2) NRHP sites)
- Attendance at two (2) public meetings
- Public Meeting displays & documents (hard copies and PDF versions), as stated in scope
- Recommendation for extent of SUE services – 45 days from NTP
- Full size color plots of SUE and Survey along with Microstation/PDF electronic files, for COUNTY utility coordination and design.
- Design Exception documentation.
- Preliminary Right-of-Way Plans
- Final Right-of-Way Plans
- Final Right-of-Way Microstation files
- Right of Way services
- Utility Report and coordination
- Right-of-Way Plans stage construction cost estimates
- Traffic Signal Warrant Studies & Technical Memo
- Preliminary and final traffic signal design
- Transportation Operations Plan and Public Information Plan
- Stormwater Management Report
- If necessary, CLOMR for Polo Road at Jackson Branch and Jackson Branch Tributary.
- Preliminary Roadway Construction Plans
- Contract documents
- Final Roadway Construction Plans, project specific specifications, and Engineer's construction cost estimate
- NPDES permit application/Notice of Intent
- Preliminary and final geotechnical roadway reports

## Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

<b>Field Surveys / Mapping Verification / SUE .....</b>	<b>3</b>	months from NTP
<b>Preliminary Right-of-Way Plans .....</b>	<b>6</b>	months from NTP
<i>assume COUNTY review (2 weeks) .....</i>	<i>6.5</i>	<i>months from NTP</i>
<i>assume SCDOT review (1 month) .....</i>	<i>7.5</i>	<i>months from NTP</i>
<b>Final Right-of-Way Plans .....</b>	<b>9</b>	months from NTP
<i>assume COUNTY review (2 weeks) .....</i>	<i>9.5</i>	<i>months from NTP</i>
<i>assume SCDOT review (1 month) .....</i>	<b>10.5</b>	<b>months from NTP</b>
<b>Preliminary Construction Plans .....</b>	<b>13.5</b>	months from NTP
<i>assume COUNTY review (2 weeks) .....</i>	<i>14</i>	<i>months from NTP</i>
<i>assume SCDOT review (1 month) .....</i>	<i>15</i>	<i>months from NTP</i>
<b>Final Construction Plans .....</b>	<b>18</b>	months from NTP

The submittal dates include time for COUNTY/DEPARTMENT review as noted. Per the Intergovernmental Agreement between the COUNTY and the DEPARTMENT, the DEPARTMENT has 25 business days for their review.

Polo Road								
Task	Total	Cox & Dinkins	DESA	CECS	Chao	DAD	F&ME	Kimley Horn
1 - Project Management	\$67,890.00	\$51,000.00	\$12,450.00			\$4,440.00		
2 - Environmental Services/ Permitting/Public Meeting	\$55,777.12	\$14,760.00	\$1,380.00	\$39,637.12				
3 - Survey	\$76,650.00	\$76,650.00						
4 - Roadway Design	\$250,390.00	\$246,380.00						\$4,010.00
5- Pavement Marking and Signage	\$18,600.00	\$18,600.00						
6- Traffic Signal Design	\$18,736.00	\$1,200.00				\$17,536.00		
7- Transportation Management Plan	\$17,550.00	\$17,550.00						
8- Stormwater management plan	\$110,464.80	\$88,200.00			\$22,264.80			
9- Sediment and Erosion Control	\$34,660.00	\$8,400.00	\$26,260.00					
10- Geotechnical Investigations and Engineering Services	\$177,963.50	\$2,400.00					\$175,563.50	
11- Roadway Structures Design and Plans	\$147,080.00	\$6,000.00			\$141,080.00			
12- Subsurface Utilities Engineering	\$162,003.60	\$37,737.60		\$124,266.00				
13- Utility Coordination Assistance	\$7,750.00	\$4,800.00	\$2,950.00					
14- Construction Phase	\$57,820.00	\$36,900.00			\$8,200.00		\$12,720.00	
<b>Total</b>	<b>\$1,203,335.02</b>	<b>\$610,577.60</b>	<b>\$43,040.00</b>	<b>\$163,903.12</b>	<b>\$171,544.80</b>	<b>\$21,976.00</b>	<b>\$188,283.50</b>	<b>\$4,010.00</b>
<b>Total %</b>	<b>100.0%</b>	<b>50.7%</b>	<b>3.6%</b>	<b>13.6%</b>	<b>14.3%</b>	<b>1.8%</b>	<b>15.6%</b>	<b>0.3%</b>

DBE Certified		X	X	X	X		
SLBE Certified		X		X	X		

DBE Utilization	31.5%
SLBE Utilization	17.8%

**Contract Amount**

Lump Sum	\$935,230.00
Approved Direct Expenses	\$268,105.02
<b>Total</b>	<b>\$1,203,335.02</b>
<i>Contingency</i>	<i>\$93,523.00</i>

**Direct Expenses**

SUE and Survey of SUE	\$159,603.60
Agency fees for approvals	\$3,000.00
Geotech	\$105,183.50
Per Diem	\$88.00
Mileage	\$129.92
SCDMV Crash Data fee	\$100.00
<b>Total</b>	<b>\$268,105.02</b>



**Agenda Briefing**

**Prepared by:** Michael Niermeier, Director                      **Contributor**      Quinton Epps, Division Manager  
**Department:**      Transportation  
**Date Prepared:**      September 14, 2020                      **Meeting Date:**      September 22, 2020

<b>Legal Review</b>	Malane Pike via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 15, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

**Committee Subject:**      Mitigation Credit Sales- Weyerhaeuser NR Company, I-26 Interchange Widening Project (MM 85-101)

**Recommended Action:**

Staff recommends the Committee concur with these credit sales and forward to full Council for approval. This is time sensitive as the buyer has requested notice of approval prior to October 7, 2020 at 5:00 pm ET due to the Army Corps of Engineers permitting constraints.

**Motion Requested:**

1. Move to approve the mitigation credit sales; or,
2. Move to deny the mitigation credit sales.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

This mitigation credit sale will generate \$125,974.40 which will be credited back to the Transportation Penny Program.

**Motion of Origin:**

There is no associated Council motion of origin.

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

### Discussion:

Staff requests approval for the sale of mitigation bank credits from the Mill Creek Mitigation Bank to Weyerhaeuser NRC Company for an Army Corps of Engineers (ACE) 404 Permit for the widening of interchanges along I-26 as described in the attachments. This mitigation bank was established with Transportation Program funding in order to provide mitigation credits necessary to acquire construction permits for transportation and other projects. Funding from credit sales is credited back to the Transportation Program.

This approval is time sensitive as the buyer has requested notice of approval prior to October 7, 2020 at 5:00 pm ET due to Army Corps of Engineers permitting constraints.

Project Name: I-26 Interchange Widening MM 85-101

Richland County Share: \$125,974.40

### Attachments:

1. Surplus Credit Sale Checklist Weyerhaeuser NR 09.14.2020
2. MCMB Surplus Credit Sales Agreement Weyerhaeuser\_Credit Sales 09.14.2020

SALES NOTICE

This document is intended to serve as the “Sales Notice” required in Exhibit D, Section ii of the Purchase and Sale Agreement (the “Agreement”) for Reserved Mitigation Credits between Mill Creek Mitigation Holdings LLC (“MCMH”) and Richland County (the “County”). Prior to this particular Sales Notice, sales of the County’s Buyer Surplus Credits (as defined in the Agreement) have been administered under Section i of Exhibit D; now that there are Excess Credits (as defined in the Agreement), Section ii governs.

Pursuant to Section ii, the County has three business days to respond to this Sales Notice to confirm whether it would like to participate in the credit sale opportunity through the sale of its Buyer Surplus Credits. The below summary of the sales opportunity provides details on the sale and the calculation of proceeds if the County chooses to fulfill 100% of the sales opportunity using Buyer Surplus Credits. To the extent the County declines to participate or fails to respond within three business days, MCMH is free to utilize its Excess Credits to fulfill the sale, in which case the County would be entitled to 20% of the gross sales price, as further provided in the Agreement.

Because of the change in procedure, and solely for purposes of this Sales Notice, MCMH hereby waives its right to fulfill the sale solely from Excess Credits in the event the County fails to respond within three business days of this Sales Notice, so long as the County officially and affirmatively responds on or prior to October 7, 2020 at 5:00ET. For avoidance of doubt, if the County does not respond on or prior to such date, MCMH will be free to fulfill 100% of the need from its Excess Credits.

Enclosed with this Sales Notice is the current draft of the Credit Sales Agreement (the “Sales Agreement”). Notwithstanding the foregoing, and as a condition precedent to the waiver by MCMH described in the preceding paragraph, if the County does not provide any comments to this Sales Agreement within three business days of this Sales Notice but ultimately elects to participate in the sale, the County must agree to be bound by the terms of the sale as reflected in the final Sales Agreement, including any modifications to such Sales Agreement agreed to by MCMH prior to closing.

Please let us know if you have any questions.

Sincerely,

**MILL CREEK MITIGATION HOLDINGS LLC**



MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	I-26 Interchange Widening MM 85-101
<u>Location:</u>	The project includes widening I-26 from 4 to 6 lanes for approximately 12 miles and from 4 to 8 lanes for approximately 4 miles. Interchange improvements are anticipated at Exit 97 (US 176), Exit 91 (S-48 Columbia Ave.), and Exit 85 (SC 202). Overpass bridge replacements are anticipated at S-58 (Koon Road), S-80 (Shady Grove Road), S-234 (Mt. Vernon Church Road), S-405 (Old Hilton Road), S-49 (Peak Street), S-39 (Peak Road), and S-167 (Parr Road). More detailed project information can be found on the following website: <a href="https://www.scdot.org/business/i-26-widening.aspx">https://www.scdot.org/business/i-26-widening.aspx</a>
<u>8-Digit HUC Watershed Code</u>	03050106 (Lower Broad River)
<u>Buyer:</u>	Weyerhaeuser NR Company
<u>Buyer's USACE 404 Permit #:</u>	Awaiting permit number from buyer
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	\$200
<u>Wetland Credits:</u>	6.76 restoration/enhancement credits
<u>Stream Credits:</u>	0.00
<u>Credit Proceeds:</u>	\$135,200.00
<u>Richland County Credit Share:</u>	\$124,384.00 (92% of \$135,200.00)
<u>MCMH Credit Share:</u>	\$10,816.00 (8% of \$135,200.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$7,952.00
<u>Richland County Fee Share:</u>	\$1,590.40 (20% of \$7,952.00)
<u>MCMH Fee Share:</u>	\$6,361.60 (80% of \$7,952.00)
<u>Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$143,152.00
<u>Richland County Proceeds Share:</u>	\$125,974.40
<u>MCMH Proceeds Share:</u>	\$17,177.60

AGREEMENT FOR PURCHASE AND SALE OF STREAM  
AND/OR WETLAND MITIGATION CREDITS

THIS AGREEMENT FOR PURCHASE AND SALE OF STREAM AND/OR WETLAND CREDITS (this "Agreement") is dated this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and WEYERHAEUSER NR COMPANY, a Washington corporation ("Purchaser").

RECITALS

A. The Mill Creek Mitigation Bank (the "Bank") was approved and is being operated pursuant to that certain Final Mitigation Banking Instrument: Mill Creek Mitigation Bank, dated December 22, 2015, United States Army Corps of Engineers - Charleston District (the "Corps") permit number SAC-2014-00222 (the "MBI");

B. Pursuant to the MBI, the Bank may offer wetland and stream credits for sale as compensation for unavoidable adverse impacts to, or for the loss of, among other things, jurisdictional waters of the United States, including wetlands and streams, and other natural habitats and ecosystems, located inside, and under certain circumstances, outside that certain geographical service area more particularly depicted on the attached **Exhibit A** (the "Service Area");

C. Pursuant to applicable Corps policies, to the extent that Bank credits are sold as compensation for unavoidable adverse impacts to jurisdictional waters located outside the Service Area and outside the 8-digit Hydrological Unit Code watershed in which the Bank is located (the "Bank's Watershed"), Seller is required by the Corps to commit incremental acres of wetlands per wetland mitigation credit, and incremental linear feet of stream per stream mitigation credit, in excess of that required if such wetland mitigation credits and stream mitigation credits, as applicable, were sold inside the Service Area and inside the Bank's Watershed;

D. Purchaser may purchase wetland and stream mitigation credits from the Bank as compensation for unavoidable adverse impacts to jurisdictional waters of the United States for Purchaser's projects located outside the Bank's Watershed upon Purchaser receiving Corps approval;

E. Purchaser desires to procure compensatory mitigation in connection with the project known as “Interchange 26 Widening MM 85-101” pursuant to USACE Charleston District permit SAC-2018-00748 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein if no credits are available from a bank with a service area and watershed that encompass the Permitted Project by the Closing Date (as defined below).

### AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

**2. Sale of Credits.** On the Closing Date (defined below), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, (a) ZERO and 00/100 (0.00) stream enhancement/restoration mitigation credits and ZERO and 00/100 (0.00) stream preservation mitigation credits (the "Stream Credits") and (b) SIX and 76/100 (6.76) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

On the Closing Date, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

**3. Fee for Out of Primary Service Area Credit Sales.** Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC

Fee shall be calculated as the sum of (a) 0.3976 Wetland Credit, which represents the functional acres of wetlands deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-wetland-credit price defined in Section 4 below, and (b) 0.0000 Stream Credit, which represents the functional linear feet of stream deducted from the Bank's ledger due to the Permitted Project's location outside the Bank's Watershed, multiplied by the per-stream-credit price defined in Section 4 below.

**4. Purchase Price.** The purchase price for the (a) Stream Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Stream Credit, for a total purchase price for the Stream Credits of ZERO and 00/100 (\$0.00); (b) Wetland Credits shall be TWENTY THOUSAND and 00/100 Dollars (\$20,000.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED and 00/100 (\$135,200.00); and, (c) Adjacent 8-digit HUC Fee of SEVEN THOUSAND NINE HUNDRED FIFTY-TWO and 00/100 (\$7,952.00), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED FORTY-THREE THOUSAND ONE HUNDRED FIFTY-TWO and 00/100 (\$143,152.00) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

**5. Feasibility Contingency.** Commencing as of the Effective Date and continuing through 5:00 p.m. Central Daylight Time on October 8, 2020 ("Feasibility Period"), Buyer shall ensure that the use of Bank Credits from Seller at the Permitted Project is feasible due to the absence of credits available from a bank with a service area and watershed that encompass the Permitted Project ("Feasibility Contingency"). By the end of the Feasibility Period, Buyer shall either: (1) waive the Feasibility Contingency, thereupon the parties shall proceed to closing; or (2) not waive the Feasibility Contingency, thereupon this Agreement shall terminate and the Parties shall have no further rights or obligations under this Agreement.

**6. Closing.** The Closing of this Agreement shall occur on or before October 9, 2020 ("Closing Date").

**7. Delivery of Credits.** Within three business days of receiving the Purchase Price, Seller shall:

(a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and

(b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

**8. Representations, Warranties and Covenants.** Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

(c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.

(d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.

(f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.

(g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

**9. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, sent by electronic mail, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC  
Attn: Charlie Thompson  
3414 Peachtree Road NE, STE 990  
Atlanta, Georgia 30326  
Email: thompson@ecocapitaladvisors.com

**With a copy to:**

The Lyme Timber Company LP  
Attn: David Hoffer  
23 South Main Street, 3<sup>rd</sup> Floor  
Hanover, NH 03755  
Email: dhoffer@lymetimber.com

Purchaser: Weyerhaeuser NR Company  
ATTN: Doug Hughes  
406 Cole Road  
Hattiesburg, MS 39402  
doug.hughes@weyerhaeuser.com

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, agent, salesman or similar person is entitled to a commission or other fee in connection with this transaction. In the event any claims arise for commissions, fees, or other compensation in connection with this transaction, the party causing such claims or through whom such claims are made shall indemnify, defend, and hold harmless the other party for any loss or damage incurred by such party because of such claim. The foregoing indemnification shall survive the cancellation, termination or consummation of this Agreement.

(c) Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and neither Party shall be bound by representations except as set forth in this Agreement. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(d) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South

Carolina, with the proper venue being Richland County, except to the extent that any applicable federal law or regulation shall supersede South Carolina law in relation to the matters set forth in this Agreement.

(e) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(g) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(h) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the substantially prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(i) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest, or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty, or liability arising from or incident to ownership of an interest in real property.

(k) Assignability. Neither party hereto may assign its rights and obligations hereunder to any third-party entity without the prior written consent of the other, which may be withheld in the other party's sole discretion.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall together constitute one and the same Agreement. Signed signature pages may be transmitted by facsimile or email and any such signature or electronic signature shall have the same legal effect as an original.

(m) Confidentiality. Purchaser and Seller agree to maintain, in strictest confidence, the terms of this Agreement and any and all communications between the parties. This Section shall not apply to any information which: (i) was known to receiving party prior to it being disclosed to such party hereunder and can be so demonstrated by written documentation; (ii) was in the public domain by publication when received by receiving party or later came into

the public domain by publication through no fault of receiving party; (iii) was disclosed to receiving party, free of confidentiality obligations, by a third party who (to the knowledge of receiving party) is not under obligations of secrecy concerning the information and/or materials; or (iv) was independently developed by receiving party without reference to the information. In the event legal process requires or requests disclosure by receiving party, its agents, representatives and/or employees of any of the information, if legally permissible to do so, receiving party shall give prompt notice of such process immediately to the other party so that the other party may either seek an appropriate protective order and/or waive compliance by receiving party with the provisions of this Section.



WITNESS the following authorized signatures:

SELLER: MILL CREEK MITIGATION HOLDINGS LLC

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

Printed:

Its:

PURCHASER: WEYERHAEUSER NR COMPANY

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

Printed:

Its:

EXHIBIT A

[Attach map of Service Area]

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company ("Seller"), and \_\_\_\_\_ ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase and Sale of Stream and Wetland Mitigation Credits dated \_\_\_\_\_, 2020 (the "Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of Stream Credits and Wetland Credits (each as defined in the Agreement) held in Seller's Mill Creek Mitigation Bank, Richland County, South Carolina.

In consideration of the Purchase Price (as defined in the Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors, or assigns, \_\_\_\_\_ and \_\_\_/100 Stream Credits and \_\_\_\_\_ and \_\_\_/100 Wetland Credits, to have and hold all such Stream Credits and Wetland Credits, forever. Witness the following authorized signature:

Mill Creek Mitigation Holdings LLC

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

Printed:

Its:



**Agenda Briefing**

**Prepared by:** Michael Niermeier, Director

**Department:** Transportation

**Date Corrected:** September 23, 2020

**Meeting Date:** October 06, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 09, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 15, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 15, 2020
<b>Approved for consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	

**Committee** Transportation Ad Hoc

**Subject:** Petition for Annexation (TMS#07208-03-01/02); Three Rivers Greenway Project

**Recommended Action:**

Staff recommends the Committee concur with the Petition from the City of Columbia for annexation of the subject property from Richland County to the City of Columbia as part of the Three Rivers Greenway/ Saluda Riverwalk Project.

**Motion Requested:**

1. Move to approve the requested petition for first reading; or,
2. Move to deny the requested petition for first reading.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

There is no associated fiscal impact.

**Motion of Origin:**

There is no associated Council motion of origin.

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

**Discussion:**

County parcels TMS#07208-03-01 and TMS#07208-03-02 are two small parcels acquired by the County in 2016 known as the "Boozer Properties" for \$40,000 to secure property needed to complete Three Rivers Greenway Phase 1A.

**Attachments:**

1. Stamped petition for annexation
2. Assessor data and graphics

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND ) PETITION FOR ANNEXATION

The undersigned, being the owner(s) of the property described below hereby petition(s) the Mayor and City Council for annexation to the City of Columbia, South Carolina pursuant to S.C. Code Ann. Section 5-3-150, 1976, as amended.

Property Description: All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being near the City of Columbia, in Richland County, State of South Carolina, being shown and delineated as T.M.S. 07208-03-02 on a Plat entitled "Plat of Richland County T.M.S. 07208-03-01 & 07208-03-02 Prepared for Richland County & Three Rivers Greenway - Saluda Riverwalk", prepared by HGBD Surveyors, LLC, dated June 7, 2016, revised July 7, 2016, and recorded in Book 2138 Page 3374; said parcel having the following metes and bounds to wit:

Commencing at a mag nail located at the centerline intersection of Candi Lane (S.C. Hwy. No 5-2889) and Greystone Boulevard (S.C. Hwy. No. 5-3020); thence proceeding in a direction of NORTH 62°50'55" WEST for a distance of 3,079.49' to a 5/8" rebar located along the southern right-of-way of Candi Lane (S.C. Hwy. No. 5-2889), being the point of beginning; thence turning and proceeding in a direction of SOUTH 13°42'30" WEST along the property of Saluda River Partners for a distance of 316.38' to a computed point; thence turning and proceeding in a direction of NORTH 52°34'39" WEST along the northern bank of the Saluda River for a distance of 29.64' to a computed point; thence turning and proceeding in a direction of NORTH 01°13'26" WEST along the property of Sylvia B. Brannon, Stanford W. Boozer, Jr., Ronald F. Boozer, Barbara B. Mann & Gloria B. Baker, as Trustees (T.M.S. 07208-03-01) for a distance of 341.26' to a 5/8" rebar; thence turning and proceeding along the southern right-of-way of Candi Lane (S.C. Hwy No. 5-2889) for the following courses and distances: along a curve to the right in a direction of SOUTH 64°02'48" EAST SOUTH 64°02'48" EAST for a chord distance of 49.57' (said curve having a radius of 5,707.13') to a 5/8" rebar; thence in a direction of SOUTH 63°47'52" EAST for a distance of 68.25' to a 5/8" rebar, this being the point of beginning.

This parcel contains 0.509 acre / 22,163 square feet.

Richland County TMS: 07208-03-02  
Property Address: 0.509 acre S/S Candi Lane

**Richland County**

BY: \_\_\_\_\_  
**Leonardo Brown**

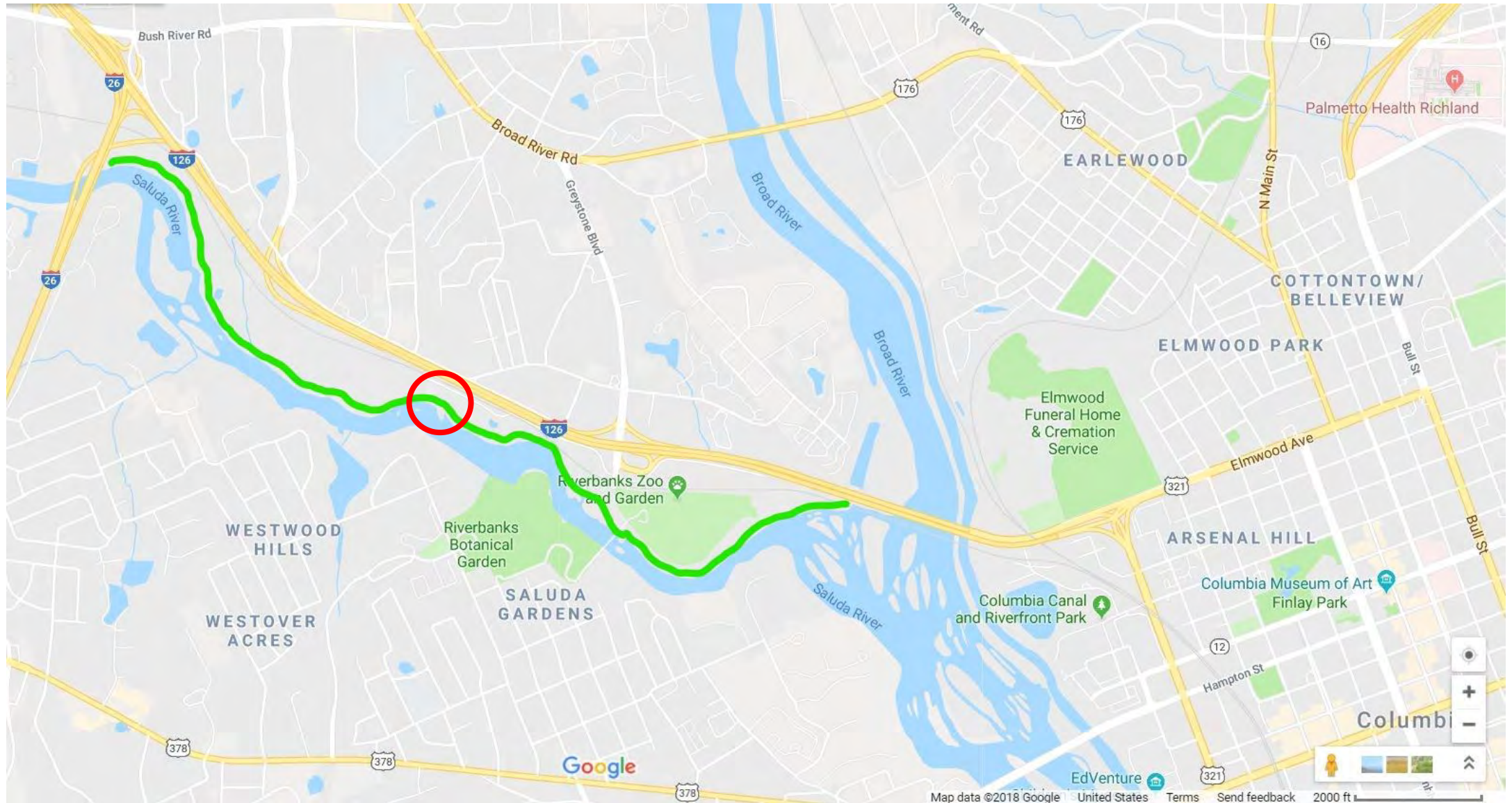
Date: \_\_\_\_\_

ITS: **County Administrator**

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



# Completed Portion of Three Rivers Greenway, aka “Saluda Riverwalk”, Section 1A





**Agenda Briefing**

**Prepared by:** Michael Niermeier, Director

**Department:** Transportation

**Date Updated:** September 23, 2020

**Meeting Date:** October 06, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	September 16, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 17, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc		
<b>Subject:</b>	Transportation Department Finance Manager – New Position		

**Recommended Action:**

Staff respectfully requests approval to create a Finance Manager- Transportation position with the duties shown in Attachment 1.

**Motion Requested:**

Move to approve creation of the new position.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The new Finance Manager- Transportation position was budgeted in FY21 and will have an estimated cost of \$86,138. Funding for the position was approved in FY21 budget.

**Motion of Origin:**

There is no associated Council motion of origin; however, the recommendation from the Transportation Ad Hoc Committee was to table the discussion of the department's organizational structure until the October Transportation Ad Hoc Committee meeting and to move forward with approving the Finance Manager-Transportation position.

<b>Council Member</b>	Bill Malinowski, District 1
<b>Meeting</b>	Transportation Ad Hoc
<b>Date</b>	September 22, 2020



**Discussion:**

On May 6, 2020, the Transportation Department submitted a draft Transportation Department Transformation document to Administration for review and comment. The purpose of the document was to evolve the organization and resources to better fit the needs of the Program based on a year of learning and development. The immediate need, as requested in this BD, is a Finance Manager-Transportation to provide expertise and leadership in that critical area. This position will work directly for the Director.

**Attachments:**

1. Proposed position and duties
2. Current department organization as approved by Council in March 2019

**Attachment 1**  
**Proposed Finance Manger- Transportation Class Description**

**GENERAL STATEMENT OF DUTIES**

Manages the daily and long-term financial needs and requirements of the Transportation Development Department; performs directly related work as required.

**DISTINGUISHING FEATURES OF CLASS**

The principal function of an employee in this class is to manage the daily and long-term financial needs and requirements of the Transportation Development Department. The work is performed under the supervision and direction of the Department Director, but extensive leeway is granted for the exercise of independent judgment and initiative. Supervision is exercised over the work of employees in the classes of Accounting Specialists, Account Technicians, Accountants, and/or related administrative support. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with the County Administrator, Deputy County Administrators, division and department heads, and supervisory and related support personnel, the general public, and representatives from other government agencies. The principal duties of this class are performed in a general office environment.

**EXAMPLES OF ESSENTIAL WORK (ILLUSTRATIVE ONLY)**

**(No single individual will perform all of these tasks. An individual may also perform additional tasks.)**

- Manages the general fund and all applicable special revenue fund budgets and accounts payable and receivable, general ledgers, procurement card program, and the grant participation programs of Transportation Development.
- Manages the finance and accounting portion of the Penny Sales Tax Program and any outside funding sources.
- Monitors project budgets after gathering and analyzing data from project/program managers. This includes managing bonded and allocation funds to ensure appropriate budgets are set up and maintained in the County's accounting system (IFAS) and the Department's database.
- Develops and implements accounting policies, processes, and procedures in order to streamline operations.
- Prepares/manages the budget preparation process for the general fund and all applicable special revenue funds for the Transportation Department. Presents to upper management and provides financial information that helps aid the decision-making processes.
- Manages and oversees for accountability and conformity of Federal, State, and local government fiscal regulations.
- Maintains project cost allocation records and documentation and determines annual trial balances; resolves accounts not in balance.
- Prepares departmental finance reports.
- Performs budget and planning analysis for effective management and fiscally responsible financial operations. Forecasts short and long term needs; prepares budget justifications and financial plans for review.
- Identifies and analyzes the financial impacts of various projects/programs/plans. Makes decisions and recommendations to accurately allocate/re-allocate budget resources to maintain effective organizational performance and program planning.
- Conducts comparative financial analyses, financial modeling and forecasting and other statistical, qualitative studies to provide trends, projections, and recommendations.
- Manages database system of all project financial records.

- Facilitates the financial portion of grant participation programs including setting up budgets within IFAS, maintaining accurate data, executing compliant reimbursement requests, preparing adhoc reports, and performing and reporting end of the year grant reporting for Title 1 audits.
- Serves as Departmental Accounting lead on audits, internal and external.
- Serves as Accounting contact for the Finance and Budget offices.
- Responds to questions, comments, and requests in a courteous, timely manner.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Keeps Director or Deputy County Administrator fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
- Attends meetings, conferences, workshops, and training sessions and reviews materials to become and remain current on the principles, practices, and new developments in assigned work areas.
- Communicates and coordinates regularly with intra/extra-departmental staff to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Performs other directly related duties consistent with the role and function of the classification.
- May be designated to report to work during hazardous weather or emergency conditions.

### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

#### **Knowledge**

- Thorough knowledge of accepted accounting principles (GAAP) (GASB) for public finance systems and business operations;
- Thorough knowledge of County government finance and administration, including State and National laws affecting the operations of the County.

#### **Skills**

- Skilled in budgeting and financial analysis.
- Skilled in communicating effectively with others, both orally and in writing, using technical and nontechnical language.
- Skilled in operating a personal computer using standard or customized software applications appropriate to assigned tasks; including Microsoft Office and preferably IFAS.

#### **Abilities**

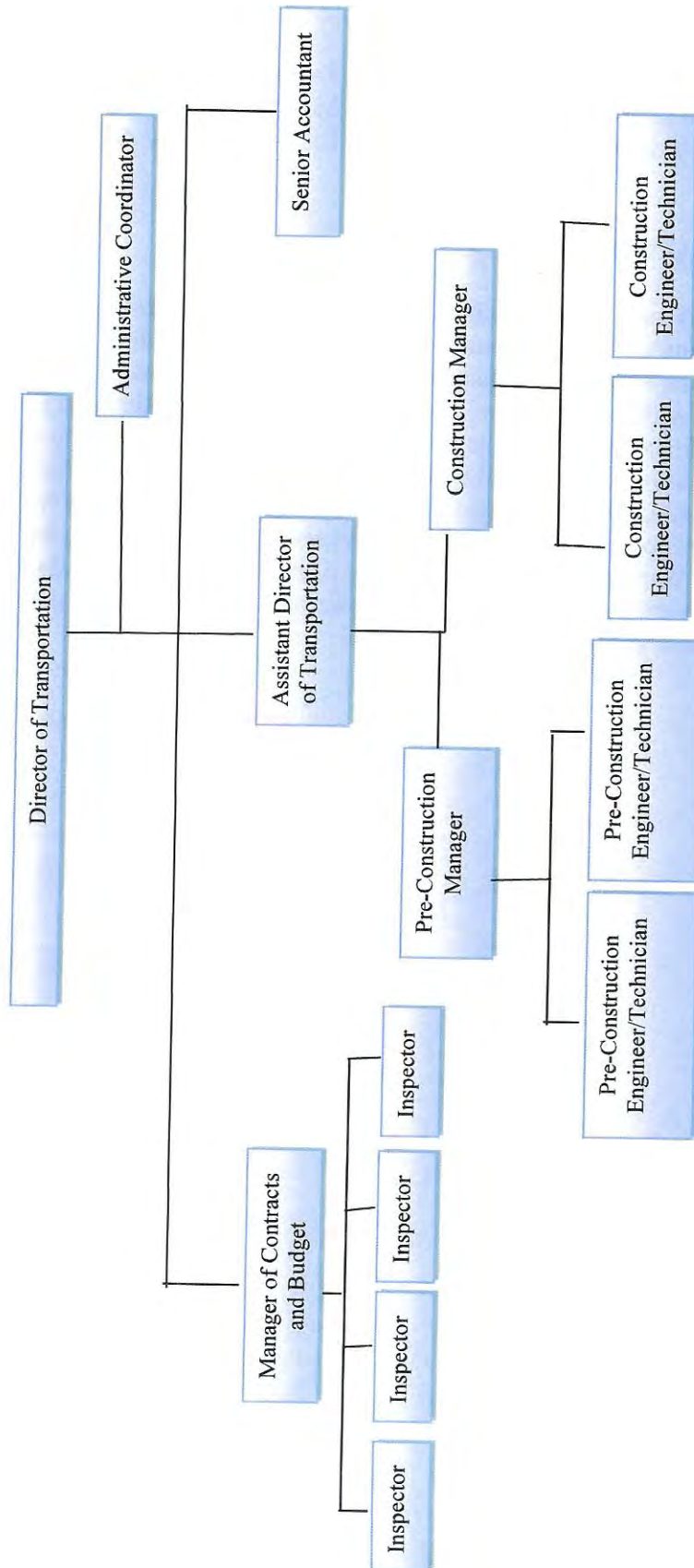
- Able to understand and work within broad policy objectives.
- Able to manage multiple complex projects concurrently and be attentive to detail.
- Able to train and evaluate the work of others.
- Able to exercise critical thinking and to correct or propose solutions to existing problems and to propose better and/or more efficient methods of organizing or performing tasks.
- Able to analyze moderate to difficult data, interpret it, and exercise mature judgment in accordance with established departmental policies and procedures in reporting it.
- Able to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
- Able to prepare and present accurate and reliable reports containing findings and recommendations.
- Able to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions.
- Able to understand and follow oral and/or written policies, procedures and instructions.

- Able and willing to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
- Able to use integrity, ingenuity, and inventiveness in the performance of assigned tasks.
- Able to establish and maintain harmonious working relationships with unit staff and other government representatives.
- Able to communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

#### **TRAINING AND EXPERIENCE**

- Bachelor's Degree in Accounting, Finance or related fields; and
- 8 years of progressively responsible experience in accounting, business operations, or project management; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.
- Certified Public Accountant or Certified Government Financial Officer

Attachment 2- Council Approved Organizaition , March 2019





**Agenda Briefing**

**Prepared by:** James E. Hayes, Director

**Department:** Office of Budget & Grants Management

**Date Prepared:** September 09, 2020

**Meeting Date:** September 15, 2020

<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM
<b>Subject:</b>	County Administrator – Budget Motions	

**Recommended Action:**

The County Administrator recommends approval of the below motions.

**Motion Requested:**

Motion to approve amendments to the Fiscal Year 2021 Budget, as submitted to Council in the Recommended Budget Book received during the week of August 31, 2020

- A. Includes 10% budget reduction to many departments and county funded organizations, and
  - a. Formal acceptance of County Grants as outlined in the Recommended Budget Book;
  - b. Approval of Lump Sum Appropriation recipients' budgets being reduced by 10% of FY20 approved budgets;
  - c. Approval to fund Chamber of Commerce at their FY21 requested amount of \$53,000 which is less than the currently approved amount of \$55,000;
  - d. approval to fund Central Midlands COG at the FY21 contractual amount of \$194,977;
  - e. Approval to add additional funding to the RCSD FY21 General Fund Budget to pay for the statutorily required Body Worn Cameras and In Car Cameras.
- B. Includes freeze on hiring non-essential personnel and discourages spending on non-essential items.
- C. Acknowledges that additional budget adjustments may be made based on actual revenue received.
- D. Acknowledges that the Fiscal Year 2022 budget process will develop an annual budget.
- E. Acknowledges that in this time of financial uncertainty that any increases in revenue need to remain unencumbered and unassigned.

**Additional Consideration Requested:**

- A. RCSD School Resource Officers – The Sheriff is requesting \$727,497.60 in additional funding
- B. RCSD Victim's Assistance – The Sheriff is requesting \$153,389.52 in additional funding

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The FY2021 General Fund Budget currently budgeted at \$186.7M has the resources to implement the recommended budget motions by making allocation adjustments within the budget. Presently, it does not include funding for any additional considerations.

Assuming no other changes to the FY2021 recommended budget, to add the additional funding requested to the Richland County Sheriff’s Department budget, Council would need to make and approve the following motion:

*Move to amend the FY2021 General Fund, Victim’s Assistance, and School Resource Officer budgets to cover the additional funding requested by the Sheriff.*

If approved, there would also need to be three readings and a public hearing.

**Motion of Origin:**

There is no associated motion of origin. These matters were discussed during the September 03, 2020 Budget Work Session.

Council Member	
Meeting	
Date	

**Attachments:**

1. Correspondence from the Richland County Sheriff’s Department

# Richland County Sheriff's Department Operations Division

Attachment 1




"Enriching community trust through high standards of excellence"

Telephone (803) 576-3000  
Fax (803) 576-3190

5623 Two Notch Road  
PO Box 143  
Columbia, SC. 29202

## Memorandum

To: County Council Chairman Livingston  
:  
Cc: County Council  
Leonardo Brown, Richland County Administrator  
Dr. John Thompson, Assistant County Administrator

From: Deputy Chief Chris Cowan 

Subject: Sheriff's Budget Amendments, motion request

Date: August 27, 2020 **UPDATES in GREEN; September 8, 2020**

Historically the Sheriff has never asked Council for anything that is not critical to providing the highest level of public safety to the Citizens of Richland County. The Department has worked to reduce expenditures, over the last several years; which has reduced many operational capacities. Reductions in our budget, over the last few years, have negatively impacted our ability to provide services. The purpose of this memo is to ask for a Council motion to recover funding lost, in the Sheriff's budget, so that we can operate at appropriate law enforcement levels.

We have always sought nontraditional ways to cover expenditures. From acquiring 90% of the funding for our K9 Patrol functions from the Sheriff's Foundation and the National Integrated Ballistics Information Network, to recovering millions of dollars in nonpayment of vehicle property taxes for the County. From Special Duty covering 100% of its expenses and adding \$248,000 annually to the County's general fund for victim services, to grants that on average cost the County .10 cents on the dollar or free to the County; that help provide closure to victims. With no capital funding, no vehicle funding for three (3) years and reductions in salary line items, over the last three years; RCSD's budget has taken numerous cuts. Noting that several of these cuts have been to salaries which under SC Home Rule should not have occurred (please reference County Chief Deputy Attorney's Attorney General Opinion from 2014 Amendment (2) two and page (4) four of Attorney General Opinion from 2020 Amendment (3) three; both attached).

### RCSD's Mission Statement

**"It is our mission, as trusted public servants, to prevent crime and the fear of crime by providing excellence in law enforcement services, accountability and connections with our communities."**



# Richland County Sheriff's Department Operations Division



**"Enriching community trust through high standards of excellence"**

Telephone (803) 576-3000  
Fax (803) 576-3190

5623 Two Notch Road  
PO Box 143  
Columbia, SC. 29202

## Example of reductions:

- 1) During the budget process for this biennium County Staff presented two options, for Victim's Assistance budget centers, to Council. Due to the lesser amount being approved by Council, the Sheriff's Victim's Assistance salary budget was lowered by \$153, 456. Not only does this impact funding, that had previously been approved for the Sheriff's budget, but it impacted services to victims and deputies pay. During the FY21 meetings and discussions with staff, over the last twenty months (see attached addendum 4) , Staff recommended that RCSD present a briefing document to Council.  
Subsequently, The Sheriff directed staff, all last budget year, to do more with less and cover the shortfalls in our budget. We have forgone projects last year due to his having to put money toward the Total Rewards Study, shortfalls in Victim's Assistance and capital projects not being approved. Please keep in mind that RCSD generates \$248,000 annually, directly in to the Victims Assistance fund; when deputies work special duties
- 2) Over the last three years the Sheriff has contributed almost \$1.5 million dollars to TRS and salaries in an effort to bridge the gaps created by reductions in funding and competitive market. There were 160 deputies who received no raises during TRS. The lack of funding for those personnel put them far behind starting pay for other deputies and agencies in the Midlands. The Sheriff reallocated fuel funds to cover salary shortfalls.
- 3) For the last several years RCSD has covered \$24,000 to pay for landscaping at three County owned properties. Prior Administrative staff directed the Department to move forward with this expenditure due to County staff being shorthanded.

There has been discussion about cutting budgets across the County. We understand that these are hard times and RCSD wants to work with Administration on presenting a balanced budget. RCSD needs to be able to operate effectively; while being good stewards of the tax dollar in these uncertain times. Please keep in mind that there has been a nearly \$2 million decrease in the Sheriff's budget, over the last three years, that will be realized in FY21. Since we have covered the shortfalls, for the last several years, the Sheriff is asking Council to approve the attached budget amendments (see amendment #1; that RCSD submitted March 13, 2020 and in March 2019) for FY21.

## RCSD's Mission Statement

**"It is our mission, as trusted public servants, to prevent crime and the fear of crime by providing excellence in law enforcement services, accountability and connections with our communities."**

# Richland County Sheriff's Department Operations Division



“Enriching community trust through high standards of excellence”

Telephone (803) 576-3000  
Fax (803) 576-3190

5623 Two Notch Road  
PO Box 143  
Columbia, SC. 29202

## AMENDMENT 1

	Approved Budget	Reallocation (by Sheriff)	Revised Budget Needed
Salary	\$23,667,083.00	\$475,512.11	\$24,142,595.00
FICA O	\$1,810,532.00	\$36,307.82	\$1,846,840.00
PORS	\$4,290,814.00	\$91,315.37	\$4,382,130.00

Reallocations totaling \$603,135.30 done for 2021 from Fuel - Shortfall for 150 employees not impacted by Phase I or Phase II of TRS

### Sheriff 1100201000 – YR 2021

	Approved Budget	Additional Request
Service Contracts	\$543,701.00	\$38,714.00
Community Cameras		
Bandwidth for IT		\$160,000
Building Maintenance	\$25,000.00	\$24,000.00
Landscaping at Headquarters, Victim’s Assist and K9 facilities		
Automotive Equipment	\$0	\$44,000.00
Live Scan – electronic fingerprint machine for Alvin S Glenn		

- o **The above four (4) items are being addressed using nonrecurring funds that the Sheriff generated in FY20.**

### Victim’s Assistance 1100201000 – YR 2021

	Approved Budget	Additional Salary Amount Request
	\$521, 143	\$153,390.52 salary shortfall
Approved Salary Budget for 2021and 2020	\$270,899.00	
Actual Salary Expense for 2020,	\$424,288.52	
Over Budget in 2020 =	\$153,389.52	

**More information on Victim Services; as requested by Council in the September 3<sup>rd</sup>, 2020 meeting; you will find listed on the next page of this memo:**

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- Council voted to not increase Victim Services funding, during the last biennium. This resulted in the Sheriff's budget for salaries, in victim's services, being cut and impacting services he provides.

Comparing the last five years of Victim Services, with no new positions/FTEs added over the last five years (but there have been increases in PORS, FICA and TRS), below are the budgeted numbers:

FY16	\$608, 508
FY17	\$641, 713
FY18	\$654, 781
FY19	\$659, 443
FY20	\$524, 067

The amount over Budget in 2020, and the amount needed for FY21 = \$153,389.52

Due to the type of budget center, the Sheriff cannot transfer funds in to Victim Services from a general fund account to cover any shortfalls.

- In relation to Victim Services there are positions that are funded by grants. Noting that (1) one FTE is funded by the Victims of Crime Act Program (VOCA) and the other FTE is funded through the Violence Against Women Act program (VAWA). There is no limit on funding years on these programs and they remain grant funded

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## School District 1 1232201001

	Approved Budget	Additional Request	Revised Budget
Salary	\$1,687,669.00	\$102,465.97	\$1,790,134.97
Part-time Wages	\$44,541.00	\$5,156.58	\$49,697.58
Longevity	\$0	\$12,227.60	\$12,227.60
FICA	\$129,107.00	\$11,640.19	\$140,747.19
Worker's Comp	\$58,146.00	\$3,792.67	\$61,938.67
PORS	\$250,762.00	\$99,281.47	\$350,043.47
Health Ins.	\$561,782.00	\$106,411.60	\$668,193.60

## School District 1 1232201001

	Approved Budget	Additional Request	Revised Budget
Operating	\$67,200.00	\$10,000.00	\$77,200.00
Total Request		\$350,976.08	

## School District 2 1232201002

	Approved Budget	Additional Request	Revised Budget
Salary	\$1,011,952.00	\$24,571.15	\$1,036,523.15
Longevity	\$0	\$10,854.85	\$10854.85
FICA	\$77,414.00	\$1,880.02	\$79,294.02
Worker's Comp	\$35,014.00	\$849.70	\$35,863.70
PORS	\$150,162.00	\$49,265.05	\$199,427.05
Health Ins.	\$328,309.00	\$55,902.32	\$384,211.32
Operating	\$40,320.00	\$8,320.00	\$48,640.00
Total Request		\$151,643.79	

## Heathwood Academy 1232201003

	Approved Budget	Additional Request	Revised Budget
Salary	\$40,243.00	\$3,400.08	\$43,643.08
FICA	\$3,079.00	\$259.70	\$3,338.70
Worker's Comp	\$1,392.00	\$118.05	\$1,510.05
PORS	\$5,932.00	\$2,464.93	\$8,396.93
Health Ins.	\$13,548.00	\$3,156.84	\$16,704.84
Operating	\$1,680.00	\$200.00	\$1,880.00
Total Request		\$9,599.60	

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## School District 5 1232201005

	Approved Budget	Additional Request	Revised Budget
Salary	\$562,666.00	\$84,032.73	\$646,698.73
Part-time Wages	\$28,954.00	\$5,901.92	\$34,855.92
Longevity	\$0	\$6,962.48	\$6,962.48
FICA 5	\$43,044.00	\$9,094.93	\$52,138.93
Worker's Comp	\$19,295.00	\$3,080.78	\$22,375.78
PORS	\$83,937.00	\$43,298.53	\$127,235.53

## School District 5 1232201005

	Approved Budget	Additional Request	Revised Budget
Health Ins.	\$179,281.00	\$54,586.76	\$233,867.76
Operating	\$25,200.00	\$8,320.00	\$33,520.00
<b>Total Request</b>		<b>\$215,278.13</b>	

	MOU amount	Revised Budget	Cost to County
Dist 1	2,579,864.78	3,466,737.08	886,872.30
Dist 2	1,124,012.22	1,976,832.64	852,820.42
Heathwood	47,443.98	83,387.45	35,943.47
Dist 5	1,047,373.04	1,268,449.03	221,075.99
<b>Total</b>	<b>4,798,694.02</b>	<b>6,795,406.20</b>	<b>1,996,712.18</b>

- MOU amounts increased; not the cost to the County from FY20.
- 75.97% of overall cost of the SRO program is funded by the Districts.
- This is not increasing positions but covering the increased costs of the program (TRS, PORS, FICA, operations).

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The Richland County Sheriff's Department responds to an average 155,000 calls for service each year. This number does not include the calls for service on school grounds. If SROs are not in schools, the Sheriff will still have the responsibility for responding to the calls for service on school grounds, as required by law and his mission as Sheriff. Below is a snapshot of calls for service on school grounds:

#### 2016 – 2017 School Year

- Total number incidents 3730
- Conflict Resolutions 3859
- Home Welfare Checks 129
- Classes taught 2765
- Number students 60127
- Incidents investigated 2509

#### 2017 – 2018 School Year

- Total number incidents 12051
- Conflict Resolutions 296
- Home Welfare Checks 7
- Classes taught\_ 1172
- Number students 14656
- Incidents investigated 1517

#### 2018 – 2019 School Year

- Total number incidents 6967
- Conflict Resolutions 425
- Home Welfare Checks 2
- Classes taught\_ 2511
- Number students 35370
- Incidents investigated 524

#### 2019 – 2020 School Year

- Total number incidents 1643
- Conflict Resolutions 1809
- Home Welfare Checks 148
- Classes taught\_ 1616
- Number students 38417
- Incidents investigated 1007

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There are (88) deputies assigned to the SRO division. We have (12) twelve Crossing Guards (paid by the Districts).

- District 1                    40 SRO's.
  - District 2                    26 SRO's.
  - Lex Rich 5                    14 SRO's.
  - Heathwood Hall            1 SRO.
- Noting that the Sheriff requires any additional SROs, requested by a district, be paid at 100%.

A recent national publication outlined the role of a school resource officer during COVID. It is important to note that in Richland County all SROs are working in their schools.

#### Some additional roles the SRO will play during COVID:

- Provide online safety tips
- Monitor online traffic of students and staff
- In person and online encouragement
- In person and online mentoring
- Monitor indigence
- Continue home visits and counseling
- Teaching everything from biking, hiking and picnic safety to general crime prevention
- Bully prevention
- Assist in feeding children in less fortunate homes
- Sounding board for staff, parents and children on safety issues, quality of life issues, ect

#### UNPAID Property Taxes recovered by RCSD:

##### 2019

- The amount owed was- \$128,444.19 with \$78,846 recovered (paid).

##### 2020

- So far the amount owed is- \$219,090.39 with \$195,831.05 recovered (Paid).

#### RCSD's Mission Statement

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Bradley T. Farrar, Esquire, 2007 WL 3317615 (2007)

2007 WL 3317615 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

October 26, 2007

\*1 Bradley T. Farrar, Esquire  
Deputy Richland County Attorney  
P. O. Box 192  
Columbia, South Carolina 29202

Dear Mr. Farrar:

In a letter to this office you raised the following scenarios:

Richland County does not consider grants to be part of its sheriff's department general fund budget. Are grant funds (e.g. from the State or Federal government) that are provided to counties or sheriff's departments for the purpose of hiring new or special deputies, for example, considered a part of a sheriff's budget?

Ex: The County or its sheriff's department receives a federal grant to hire two special resource officers (SROs) to work in a school district. The grant provides funding for the two SROs for only three years. At the end of the three years, no replacement funding is available, yet the two SROs (classified as "deputies") remain. The County has not taken any action to "reduce or restructure" the sheriff's department's budget, but the two deputies can no longer be paid.

You questioned whether the County is required to pick up where the grant ended.

You also raised the following question:

Richland County does not consider special revenue funds to be part of its sheriff's department general fund budget. Are special revenue funds received in the furtherance of programs such as victim's assistance and other state mandated programs that may create duties for a sheriff's department considered a part of the sheriff's budget? In particular, if the funds are discontinued or reduced (due to, e.g., a cessation of the given program), must a county cover any shortfall to ensure no deputies are displaced even though the purpose for which they were hired may no longer exist and the county did not provide the original funding for their positions?

A prior opinion of this office dated August 14, 1985 is responsive to your questions. That opinion cited the determination that, generally, the hiring and discharge of a deputy sheriff are matters solely within the prerogative of a sheriff. See also: Op. Atty. Gen. dated January 8, 2007.

S.C. Code Ann. Section 23-13-10 of the Code provides that the appointment of a deputy sheriff shall continue during the pleasure of the sheriff. The State Supreme Court has held that this provision gives a sheriff absolute authority as to the discharge of his deputies and, therefore, county grievance procedures are inapplicable to the discharge of a deputy sheriff by the sheriff. Rhodes v. Smith, 273 S.C. 13, 254 S.E.2d 49 (1979). See also: Anders v. County Council for Richland County, 284 S.C. 142, 325 S.E.2d 538 (1985); Heath v. Aiken County, 295 S.C. 416, 368 S.E.2d 904 (1988); Botchie v. O'Dowd, 299 S.C. 329, 384 S.E.2d 727 (1989). The August, 1985 opinion also stressed that generally, "...deputy sheriffs are answerable only to the sheriff and not to the county government."



The August, 1985 opinion specifically dealt with the question of whether action could be taken by a county council to withdraw the appropriation for a particular deputy sheriff's position so as to result in the termination of the particular deputy. The opinion concluded that

\*2 ...it is the opinion of this Office that it is extremely doubtful as to whether such action could be taken. While obviously a county council is vested with discretion in dealing with any appropriations from the standpoint of general economic and efficiency concerns, such discretion could not be utilized in a manner which would interfere with the decisions of a sheriff as to hiring and discharge of a deputy sheriff. Generally, courts have closely examined situations where attempts were made to withhold appropriations for sheriffs once they were appointed. *Flaherty v. Milliken*, 86 N.E. 558 (1908). Moreover, in a previous opinion of this Office dated February 7, 1978, it was stated that "(w)ith reference to budgetary matters, while it is true that the council exercises totally the budgetary authority of... (a)... county and, consequently, can decrease, increase or otherwise alter appropriations for specific county offices and functions [Section 4-9-140, Code of Laws of South Carolina, 1976] nevertheless, it cannot so decrease the appropriations of an elected official's office so as to prevent the proper functioning thereof...'

The opinion concluded that

...a sheriff possesses absolute control insofar as the hiring and discharge of his deputies is concerned. Therefore, it is extremely doubtful whether action could be taken by a county council to withdraw the appropriation of the position of a particular deputy sheriff. Such could be construed as indirectly terminating a particular deputy sheriff's position which is a position the county council is not empowered to abolish directly.

However, the opinion also stressed that "[a]s to county council's general authority with respect to appropriations for sheriffs' departments, we express no opinion. Our opinion addresses only the question of county council's utilizing its appropriation authority indirectly to 'discharge' a particular deputy sheriff." Another opinion of this office dated May 8, 1989 determined that "...whether or not a council by the budgetary process prevented the proper functioning of an elected official's office is a factual matter which cannot be determined by this office."

Additionally, in an opinion of this office dated January 8, 2007 reference was made to S.C. Code Ann. §4-9-30(7) which generally gives county governing bodies the responsibility of employing and discharging county personnel. However, such provision further states that "[t]his employment and discharge authority does not extend to any personnel employed in departments or agencies under the direction of an elected official or an official appointed by an authority outside county government." That opinion dealt not with the issue of specifically terminating employees of an elected official but with the desire by a county to reduce budget allocations to elected officials and, therefore, suggest to elected officials to decrease their staffs in order to remain within guidelines of a revised budget.

\*3 The opinion commented on the "broad authority and discretion to county governments to appropriate funds for county purposes." That opinion reiterated the advice set forth above that while a county council exercises totally the budgetary authority of a county and can, therefore, decrease, increase, or otherwise alter appropriations for specific county offices and functions, ...nevertheless, it cannot so decrease the appropriations of an elected official's office as to prevent the proper functioning thereof and, thus, indirectly, to abolish that official's office... Whether or not the council has, in any particular instance, exercised its budgetary authority so as to interfere with or prevent the proper functioning of an elected official's office is a factual matter which cannot be determined by this office... (Accordingly)... a county government's ability to decrease appropriations to the office of an elected official is limited in that the appropriations cannot be decreased to the extent that they prevent the office from functioning properly or abolish the office.

Such opinion reiterated the earlier advice set out above that

...it is extremely doubtful whether action could be taken by a county council to withdraw the appropriation of the position of a particular deputy sheriff. Such could be construed as indirectly terminating a particular deputy sheriff's position which is a position the county council is not empowered to abolish directly.

The opinion commented further that

...we certainly recognize the Legislature's intent to vest budgetary authority in the county's governing body. However,...such authority is limited with regard to the reduction in appropriations to the office of an elected official. Clearly, such reductions may not be to the extent that prevents the official's office from functioning properly. Furthermore, because counties are prohibited by Section 4-9-30(7) from terminating the employees of public officials, we are doubtful as to whether a court would allow counties to indirectly terminate an employee by abolishing their position through a reduction in appropriations for that position.

In this instance, the determination of whether the reductions you mention in your letter will result in the affected office's inability to function properly is clearly a question of fact. Moreover, whether or not the reduction in funding to such offices is in fact a termination is also a question of fact. As we stated on numerous occasions, only a court, as the finder of fact, may ultimately resolve factual issues.

Consistent with the above, in the opinion of this office, it remains clear that where grant funds have been utilized to hire additional deputies, it is extremely doubtful whether action could be taken by a county council to discontinue funding for those positions. As stated in the referenced August, 1985 opinion, "[s]uch could be construed as indirectly terminating a particular deputy sheriff's position which is a position the county council is not empowered to abolish directly." Therefore, consistent with such, it appears that the Council would be required to pick up where the grant ended. Such would similarly be the advice as to special revenue funds that were utilized to fund deputy positions even if the purpose for which the deputies were hired may no longer exist and the county did not provide the original funding for their positions.

\*4 With kind regards, I am,  
Sincerely,

Henry McMaster  
Attorney General  
By: Charles H. Richardson  
Senior Assistant Attorney General

REVIEWED AND APPROVED BY:

Robert D. Cook  
Assistant Deputy Attorney General

2007 WL 3317615 (S.C.A.G.)

End of Document

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ALAN WILSON  
ATTORNEY GENERAL

August 17, 2020

David L. Tedder, Esq.  
County Attorney  
Jasper County  
Post Office Box 420  
Ridgeland, South Carolina 29936

Dear Mr. Tedder:

We received your letter requesting an opinion of this Office concerning "the duties, responsibilities and liability of the Sheriff on the one hand, and the recourses and duties of County Council on the other, when it is determined that the Sheriff has spent more than the Council appropriated budget for the Sheriff's Office." You explain these questions involve the following:

1. Expenditures by the Sheriff of funds for overtime for deputies beyond the budgeted amounts.
2. Expenditures by the Sheriff for deputy salaries (including pay raises, promotions) that total beyond the amount authorized.
3. Expenditures by the Sheriff in excess of the amounts budgeted for vehicles and related expenditures.

You question "whether these over-expenditures, which were not authorized by Council, create a liability on the Sheriff's part, and what remedies or other courses of action are available to Council."

#### Law/Analysis

The South Carolina Constitution provides with respect to political subdivisions, which includes counties:

(b) Each political subdivision of the State as defined in Section 14 of this article and each school district of this State shall prepare and maintain annual budgets which provide for sufficient income to meet its estimated expenses for each year. Whenever it shall happen that the ordinary expenses of a political subdivision for any year shall exceed the income of such political subdivision, the governing body of such political subdivision shall provide for levying a tax in the ensuing year sufficient, with other sources of income, to pay the deficiency of the preceding year together with the estimated expenses

for such ensuing year. The General Assembly shall establish procedures to insure that the provisions of this section are enforced.

S.C. Const. art. X, § 7 (2009).

Section 4-9-30(5)(a) of the South Carolina Code (Supp. 2019) gives county councils the authority to

to assess property and levy ad valorem property taxes and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided and make appropriations for functions and operations of the county, including, but not limited to, appropriations for general public works, including roads, drainage, street lighting, and other public works; water treatment and distribution; sewage collection and treatment; courts and criminal justice administration; correctional institutions; public health; social services; transportation; planning; economic development; recreation; public safety, including police and fire protection, disaster preparedness, regulatory code enforcement; hospital and medical care; sanitation, including solid waste collection and disposal; elections; libraries; and to provide for the regulation and enforcement of the above . . . .

(emphasis added). This provision gives county councils the authority to appropriate funds for the operations of sheriff's departments.

The relationship between county councils and the sheriffs' offices they fund is complex because sheriffs are not only the chief law enforcement officers for the county, but are also elected constitutional officers. S.C. Const. art. V, § 24 (2009). Furthermore, our courts recognize "under South Carolina law, the sheriff and sheriff's deputies are State, not county, employees." Edwards v. Lexington Cnty. Sheriff's Dep't, 386 S.C. 285, 287 n. 1, 688 S.E.2d 125, 127 n. 1 (2010). In several opinions, this Office opined that county councils are restricted from using the appropriations process to effectively remove a deputy from his or her position because "the county council is not empowered to abolish [them] directly." Op. Att'y Gen., 1987 WL 245480 (S.C.A.G. Aug. 3, 1987).

As you mentioned in your letter, this Office issued an opinion in 1989 addressing a sheriff's expenditures in excess of the amount allocated. Op. Att'y Gen., 1989 WL 406145 (S.C.A.G. May 8, 1989). In that opinion, we acknowledged the county council's authority to appropriate funds for the operation of a sheriff's office, but stated the county council cannot decrease funding to prevent the office from functioning.<sup>1</sup> Id. Ultimately, we concluded that "any action

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<sup>1</sup> We cited to a proviso in section 4-9-30 stating

David L. Tedder, Esq.  
Page 3  
August 17, 2020

by the Berkeley County Council through its budgetary process cannot interfere with the Sheriff's role as chief law enforcement officer in his county." Id. We also noted in regard to a question concerning the county council's ability to limit overtime expenditures, "any requirements of federal law must be observed," but advised questions regarding this matter are better addressed by the United States Department of Labor. Id. In accordance with this opinion, we continue to believe a county council does not have authority through the budget process to interfere with the operations of a sheriff's department.

Nonetheless, sheriffs' offices are restricted to the appropriations they receive. Section 8 of article X of the South Carolina Constitution (2009) states "[m]oney shall be drawn from the treasury of the State or the treasury of any of its political subdivisions only in pursuance of appropriations made by law." Moreover, when a county council adopts a budget appropriating funds to a sheriff's department, that budget has the force of law because it is a legislative action passed by ordinance. See S.C. Code Ann. § 4-9-120 (year) ("The council shall take legislative action by ordinance . . .").

In an opinion issued by this Office in 2016, we addressed the ability of a county supervisor to expend funds in excess of those appropriated by the county council. Op. Att'y Gen., 2016 WL 3946153 (S.C.A.G. July 5, 2016). Citing to section 8 of article X and to section 4-9-120, we determined "if a county supervisor spends public money in a manner that is contrary to an ordinance of the county, then he or she has acted unlawfully by exceeding his or her legal authority." Id. Furthermore, we opined "expending public money in excess of the budgeted amount is an unlawful act." Id. See also Op. Att'y Gen., 2007 WL 419432 (S.C.A.G. Jan. 8, 2007) ("[I]f a public official were to expend funds that were not appropriated, such action would be in violation of the South Carolina Constitution."). However, because "determining whether the county supervisor you refer to in your letter actually acted unlawfully would require a factual determination," we declined to make a determination of whether that particular county supervisor acted unlawfully. Id. We also declined to address whether criminal charges could be levied against the county supervisor. Id. But, relying on several prior opinions, we stated in regard to civil liability "it is the opinion of this Office that a court could find a public official personally liable for spending public funds in excess of the budgeted amount, even if the excess funds are spent for a public purpose." Id.

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if any appropriation relative to police protection would result in reorganization or restructuring of a sheriff's department or, if any appropriation relative to police protection would limit the duties of the sheriff or provide for police protection duplicating the duties and functions presently being performed by a sheriff, it shall not take effect until the qualified electors of the county shall first approve the appropriation by referendum called by the governing body of the county.

Id. (quoting S.C. Code Ann. § 4-9-30(5)). Subsequent to that opinion, the Legislature removed this proviso from section 4-9-30. 1991 S.C. Acts 114. Nonetheless, we believe a county council remains restricted from decreasing the funding of a sheriff's office which would result in preventing that office from functioning.

David L. Tedder, Esq.  
Page 4  
August 17, 2020

You informed us that Jasper County operates under a Council-Administrator form of government and that it generally receives budget requests for the year from its elected constitutional officers. However, you state that “[i]t has come to light there have been substantial over-expenditures in several categories of appropriations to the Sheriff’s Department.” Your letter mentions over-expenditures related to salaries and overtime as well as vehicle expenses. Some of these relate to unexpected circumstances including hurricane Dorian, but you note these only account for a “minor part of the over-expenditures which concern Council.” Thus, you wish to know “what remedies or other courses of action are available to Council.”

Based on our prior opinions, County Council must appropriate funds to facilitate the proper functioning of the Sheriff’s Office. We believe this should include amounts appropriate for the proper staffing and equipment. However, the Sheriff is restrained from expending public funds in excess of the amount appropriated. If the Sheriff’s expenditures exceed the amount appropriated, a court could find such expenditures as unlawful, but “a due care standard of Chandler v. Britton would apply.” Op. Att’y Gen., 2016 WL 3946153 (S.C.A.G. July 5, 2016) (quoting Op. Att’y Gen., 2003 WL 21040136 (February 21, 2003)). Thus, “liability would turn in part on a factual determination that the official acted at least negligently in exceeding the budgetary authority,” which is beyond the scope of an opinion of this Office. Id. Accordingly, for County Council to hold the Sheriff personally responsible, you would need to demonstrate to a court that he or she was negligent in exceeding the appropriations made by County Council.

### Conclusion

County Council has both the authority and the responsibility to make appropriations sufficient for the proper funding of the Sheriff’s Department. In addition, consistent with prior opinions, this Office believes the County Council may not use its budgetary authority to interfere with the operating decisions of the Sheriff’s Department. However, once County Council adopts a budget, expenditures over this amount could be viewed by a court as unlawful in violation of both the budget ordinance and section 8 of article X of the South Carolina Constitution. If a court finds the Sheriff acted negligently in expending funds over the amount appropriated, he or she could be held personally liable.

Sincerely,



Cydney Milling  
Assistant Attorney General

David L. Tedder, Esq.  
Page 5  
August 17, 2020

REVIEWED AND APPROVED BY:

A handwritten signature in black ink, appearing to read "R.D. Cook", written over a horizontal line.

Robert D. Cook  
Solicitor General

# Richland County Sheriff's Department

## Operations Division



“Enriching community trust through high standards of excellence”

Telephone (803) 576-3000  
Fax (803) 576-3190

5623 Two Notch Road  
PO Box 143  
Columbia, SC. 29202

### AMENDMENT 4

## Memorandum

To: Leonardo Brown, Richland County Administrator  
Dr. John Thompson, Assistant County Administrator

From: Deputy Chief Chris Cowan

Subject: Time line – budget submissions related to shortfalls on Axon

Date: January 30, 2020

You had requested that I try to provide a perspective on when information was provided to, and submissions were made, by RCSD on the budget and Axon (body worn cameras and in car camera components/storage). RCSD attempts to keep copious notes on meetings, emails, submissions and interactions so that we can convey reliable information. Please find below the dates and the pertinent topic, to this memo, in those interactions:

January 17, 2018; meeting with Dir. Hayes and Asst. Admin. Topic: FY 19, 20, 21 and planning for shortfalls, Axon projections/totals and documents provided for support.

January 23, 2018; correspondence to Administration on all topics discussed during 1/17 meeting.

May 21, 2018; meeting with Dir. Hayes, Dir. Hoyle, B. Madden who called the meeting failed to show. Topic; shortfalls predicted on vehicles, equipment and Axon.

August 16, 2018; meeting with Dir. Hayes, Dr. Yudice, Dir. Hoyle, and Brandon Madden. Topic: FY19 need, FY20 projections on Axon and documents provided for support.

September 18, 2018; meeting with Dr. Yudice and Brandon Madden. Topic: FY19 need, FY20 projections on Axon and possible solutions to pay for the shortfalls and projections brought forward.

December 19, 2018; RCSD budget submitted, that included detailed requests and supporting documentation that included Axon expenses.

#### RCSD's Mission Statement

**“It is our mission, as trusted public servants, to prevent crime and the fear of crime by providing excellence in law enforcement services, accountability and connections with our communities.”**



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December 13, 2018; RCSD provided object codes, amounts, vendors for all shortfalls to Administrator Gomeau, as he requested, in follow up to a face to face meeting on the issue.

April 11, 2019; meeting with Dr. Yudice, Asst Admin Powerll, Dir. Hayes, A. Myers. Topic: FY20, 21 shortfalls, costs, needs. Documentation provided including Axon expenses.

April 30, 2019; discussion with Dir. Hayes and Dr. Thompson about no inclusion of operational items that are mandated by State law.

May 15, 2019; discussion with Dir. Hayes ref request by RCSD on how will missing operational items be funded. We were told that it was being considered separately and included in CIP that would come later.

May 23, 2019; meeting with Dr. Yudice and Dr. Thompson. Topic: shortfalls and concerns by RCSD on how critical operational items are to be paid. Documentation provided.

July 17, 2019; meeting with Dir. Hayes and Dr. Thompson. Topic: Victim Services shortfall, Axon, MDTs and money not in the budget to cover expenses. Documentation provided.

July 30, 2019; meeting with Dr. Yudice. Topic: shortfalls to breakdown the previous week's meeting and what exactly RCSD's concerns were.

August 20, 2019; meeting with Dir. Hayes and Dr. Thompson. This was on the heels of the August meeting of the Sheriff and Mr. Brown and the concerns the Sheriff expressed to Mr. Brown. Documentation of shortfalls provided. Specifically the Axon due date of November 30, 2019 was discussed.

August 30, 2019 CIP Submitted breaking out Axon cameras and the total \$939,000.

October 2, 2019; Correspondences with Dir. Hayes and Dr. Thompson reference to shortfalls and invoice deadline approaching.

November 14, 2019; meeting with Administrator and Chair ref to challenges RCSD faces and Axon invoice deadline was discussed. Notified that RCSD worked with Axon to not violate chapter of contract, consolidated costs which Axon then agreed to extend the deadline to January 29, 2020.

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December 13, 2019; email exchange began re use of bond funds and Sheriff agreed to use part of the \$2 million set aside for laboratory/communications project.

January 16, 2020; email exchange continued with the Sheriff offering to supplement the payment using RCSD current budget with the agreement that funds would be reimbursed by April 1, 2020.

January 28, 29 and 30, 2020; email exchange continues searching for solutions.

June 15, 2020 very positive meeting with Administrator, ACA and Budget Director to evaluate solutions for shortfalls. Recommendation made for Sheriff to present briefing to Council.

## **RCSD's Mission Statement**

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**Agenda Briefing**

**Prepared by:** Michael A. Byrd, Director

**Department:** Emergency Services

**Date Prepared:** September 28, 2020

**Meeting Date:** October 06, 2020

<b>Legal Review</b>	Brad Farrar via email	<b>Date:</b>	September 30 , 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	September 29, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 29, 2020
<b>Risk Management Review:</b>	Brittney Hoyle-Terry via email	<b>Date:</b>	September 29, 2020
<b>Operational Services Review:</b>	Randy Pruitt via email	<b>Date:</b>	September 29, 2020
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Subject:</b>	Request from Prisma Health to Use Columbia Place Mall for COVID testing		

**Recommended Action:**

Staff recommends Council approve the use of the Columbia Place Mall for COVID testing.

**Motion Requested:**

1. Move to approve Prisma’s use of the Columbia Place Mall to conduct COVID testing; or,
2. Move to deny Prisma’s use of the Columbia Place Mall to conduct COVID testing.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

Financial impact to this request will be limited to staff time and supplies for the use of the building and restrooms if Council approves the use of the building. Prisma will be working with DHEC to provide the materials for the testing.

**Motion of Origin:**

There is no associated Council motion of origin. Staff has brought this matter forward per the request received from a representative of Prisma Health.

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

## Discussion:

ESD received the following request from Mr. John Supra:

“I wanted to reach out to you or the appropriate folks within Richland County for a contact and assistance in the possible use of the Columbia Place mall for Covid Community Testing in the month of October and perhaps beyond. We are working with DHEC and we both believe/agree that it would be a good site and an area that would benefit from having a testing presence.”

The county’s property at Columbia Place Mall can accommodate the request. The event staff also requested limited use of the Sears building for restrooms and a logistics area. Prisma has sent a draft agreement outlining the use of the property. Our Legal Department and Risk Management will review the agreement for signature and execution by the County Administrator.

Director Randy Pruitt of Operational Services completed a walk-through of the area previously identified and reports the restrooms lack in any modern appeal, they were constructed in 1977 and have never received any updating. They are not completely ADA compliant. The facility design is that of a wide-open space with many areas that will not be feasible to attempt to secure from any potential onlooker. We feel this will present undue risk for potential possible lawsuits. We would recommend that the facility remain locked and the testing site have use of Porta Johns that are equipped with hand sanitizing stations.

Director Brittney Hoyle Terry of Risk Management agrees with Mr. Pruitt’s assessment and suggestion. If Council chooses to allow PRISMA to use the property, she strongly recommends the access be limited to the parking lot. As Mr. Pruitt suggested, the restrooms and other interior spaces are not suitable for use in their current state. It is Risk Management’s general recommendation that unoccupied County properties not be made available for use by third parties. In addition to the typical risks that accompany facility use by a third party, unoccupied facilities, particularly those that have been vacant for some time, present additional exposures. Should Council allow usage, Risk Management recommends mitigating liability concerns by requiring a safety inspection, ensuring good housekeeping and maintenance, requiring user to provide evidence of liability insurance and workers’ compensation coverage, and requiring an agreement including a hold harmless provision.

Previous information on the use of county space:

- 21 July 2015 Regular Session Council meeting: Council approved the Richland County Public Building Use Policy to be used across all County owned properties, which may be reserved for use by the general public.
- Presently, the County rents the “Community Room” and parking lot of the Decker Center located at 2500 Decker Boulevard as well as Pinewood Lake.
- Spaces are reserved on a “first come, first served” basis.
- The County collects a \$300.00 facility usage fee, of which \$250 is refundable if there is no damage and if no extraordinary clean-up is required of county personnel. Additional charges may be assessed depending on the use requested, personnel, and the amount of utilities consumed.

**Attachments:**

1. County Building Use Policy
2. Testing Licensing Agreement



Richland County is cognizant of the numerous requests for the use of County public facilities. As a public government entity, Richland County is dedicated to the principals of fairness and non-discrimination for the public use of its facilities.

While it is the policy of Richland County to permit, allow, and make available to the public certain of its public facilities, there is a need for coordination of such requests. Any group of citizens, organizations, or other gatherings may request the use of specific county facilities, to wit:

- The Decker Center “Community Room”
- The Decker Center “parking lot” (available from 5:00 p.m. to 8:30 a.m. Monday thru Friday, and from 6:00 a.m. to 11:00 p.m. on Saturday and/or Sunday)

In order to make a request for the use of one of the above facilities, the following procedure shall be followed:

1. Contact the Richland County Administration Office at (803)576-2050 and make a written request for the specific time, date, and place to be used.
2. Complete a “Use of Public Facility” form and a “Vendor Information” form, if applicable. These can be by calling the County Administrator’s Office, (803)576-2050, between 9:00 AM and 5:00 PM, Monday through Friday, excluding holidays. Applications should be sent to:

County Administrator  
Attn: Executive Administrative Assistant  
PO Box 192,  
Columbia, SC 29202.

3. Return the completed form with payment of \$300.00 for the facility usage fee, of which \$250 is refundable if there is no damage and if no extraordinary clean-up is required of county personnel.
  - The entire usage fee will be refunded to local neighborhood councils or to neighborhood organizations registered with the South Carolina Secretary of State’s office if there is no damage and if no extraordinary clean-up is required of county personnel.
  - Additional charges may be assessed depending on the use required and the amount of utilities consumed.

Notification of the availability of the facility requested will be confirmed by the Administrator’s office in writing or by phone.

4. Applications submitted with personal checks must be submitted at least 30 days prior to the requested reservation date to verify the availability of funds. Applications submitted less than 30 days before the requested reservation date must include payment made in the form of certified funds or cash only.
5. It shall be the responsibility of the event organizer to coordinate the event with appropriate County staff in a manner allowing sufficient time so as to not impede normal County operations. No less than three (3) business days for the Decker Center “Community Room” and no less than three (3) full weeks for outside vendors and/or events.
6. All requests for use of public facilities will be handled on a “first come” basis, and will be subject to the availability of the facility requested. Normal business functions and use of County Facilities shall not be interrupted.
7. If the expected use of the facility shall require administrative/support personnel to be present after normal business hours, or if, in the opinion of the administration, security will be required, additional charges will be assessed. Charges will be based upon the actual out-of-pocket expenses incurred by the County for the use of personnel and for the cost of utilities.



## Facility Rules

1. Absolutely no weapons are allowed on County premises or in any public facility unless required by an authorized Law Enforcement Officer.
2. Absolutely no alcoholic beverages or illegal drugs are allowed on or in any public facility that is located on County property.
3. Absolutely no use of tobacco products is allowed on or in any public facility that is located on County property, except in designated areas.
4. All domestic animals must be kept under restraint or confinement. Any domestic animal not so restrained will be deemed unlawfully running at large. Owners/caretakers of such animals must clean and properly dispose of any animal waste.
5. No person shall willfully harm, harass, trap, confine, catch, feed or possess any wildlife within the park. Note: This does not include persons who have specific authority from Richland County Government to remove dangerous animals from the park.
6. Fishing in accordance with the State of South Carolina laws and regulations shall be permitted within the park.
7. Absolutely no activity involving unsafe use or providing a security concern will be permitted. Examples of such prohibited uses are fireworks, athletic events, and carnival-type rides.
8. No person shall operate a motor vehicle, including car, truck, motorcycle, minibike, snowmobile, four-wheel drive or other recreational vehicle within any park space unless the area is specifically designated and posted to permit the operation of such vehicle in that area. County and emergency vehicles on official business are exceptions from this Rule.
9. Posting of signs, advertisements and flyers or placement of brochures in any area of a County property is prohibited without written permission from Richland County Government.
10. It shall be unlawful to swim, dive, ice skate, walk on ice, or use any floatation device not designed for fishing at any County Park.
11. Do not rearrange furniture or furnishings in the facility. If chairs or tables are temporarily relocated, these items must be replaced to their original location before you leave.
12. You and your organization will be jointly responsible for clean-up, including proper disposal of unused or unwanted items (no littering). You may lose a portion of your deposit if the County has to clean up after you.
13. It shall be unlawful to deposit or dispose of trash, garbage, rubbish, litter, grass cuttings, tree trimmings, debris, or other objects from private premises onto County property.
14. You, your organization, and all other users will be jointly responsible for the cost of damages to the facility that is a direct or indirect result of the use of the facility by you and/or your organization.
15. You and/or your organization will be responsible for all costs related to County Support Services personnel required to support any event occurring outside normal operating hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, or for any costs incurred due to utilizing a County service supplier in the event County personnel are not available during normal work hours or for any County personnel called in outside normal operating hours to make repairs on the facility or the facility's operating infrastructure, such as HVAC, electrical, and plumbing. The County's personnel's primary function must be the support of normal County operations. These costs will be calculated and invoiced from thirty (30) to sixty (60) days of the event.

**RICHLAND COUNTY  
ADMINISTRATION**

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



16. You and/or your organization will be responsible for the payment of the facility usage fee prior to use of the facility. If your event will include vendors, you must provide proof of all business information, including licensing, health and certificate dates and corresponding grades issued. All food vendors must have a current health certification from DHEC. All vendors must be on-site and set up in a manner that meets all required regulatory agency requirements. All events shall be subject to inspection and enforcement action, such as closure of the event or fines as determined appropriate by County or State personnel, including regulatory agencies.
17. You and/or your organization will be responsible for arranging for security and the payment of security costs and related administrative costs, and for the amount of utilities consumed.
18. You and/or your organization will be responsible for signing an Indemnification and Hold Harmless agreement. All officers of your organization must sign this agreement as to officers and personally. The County must be added as an additional insured to the organization’s general liability insurance or to a liability policy for the event. The user must also provide certification of insurance for worker’s compensation and vehicle liability. The executed Indemnification and Hold Harmless agreement and certifications satisfactory to the County must be delivered to the County at least three (3) business days prior to the event date for community room use and three (3) full weeks prior to any outside event request. The requirement for general liability, vehicle liability insurance and workers’ compensation insurance may be waived for non-commercial entities, e.g. neighborhood associations. In addition, a list of other users of the facility and the activities they will perform must be delivered to the County at least three (3) business days prior to the event date.
19. In the event of a problem encountered with the facility or an emergency, the following numbers are to be called:
  - 911 - for all emergencies
  - (803) 576-2050 - Richland County Administration (9 a.m. to 5:00 p.m., Mon. thru Fri.)
  - (803) 575-2450 – Support Services Department, Division of Facilities (7:30 a.m. to 4:00 p.m., Mon. thru Fri.)
  - (803) 355-9322 – Pager, Facilities and Grounds (available 24/7)
  - (803) 518-6478 – General Manager of Facilities and Grounds (available 24/7)
  - (803) 518-5377 – Assistant General Manager of Facilities and Grounds (available 24/7)

Please sign below. Your signature indicates you have received and read the above policy as well as the facility/park rules.

Applicant’s Signature: \_\_\_\_\_  
Applicant’s Printed Name: \_\_\_\_\_  
Date (month/day/year): \_\_\_\_\_





## Frequently Asked Questions

1. How much does it cost to reserve a facility?
  - a. The fee is \$300.00, of which \$250 is refundable if there is no damage and if no extraordinary clean-up is required of county personnel.

The fee is waived for County departments and/or County funded projects, events, and agencies. If you are a County employee who wishes to use the facility for an event that is not an official County event, you must pay the facility usage fee.

Please note, you and/or your organization will be responsible for all costs related to County Support Services personnel required to support any event occurring outside normal operating hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. These costs will be deducted from the amount of your refund. Rates may vary based upon the hourly pay of required personnel. Should costs exceed the amount of the available refund, additional costs will be invoiced to the requestor.

2. How many people are allowed in the Decker Center Community Room?
  - a. The community room has an occupancy load of 248 (standing room ONLY). With chairs, the occupant load reduces to 174, then to 82 with tables and chairs.
3. Can the lobby/foyer of the Decker Center be used as an overflow or vendor display area?
  - a. The lobby is for entrance and exit only. Tables, chairs, or displays which may impede safe entrance and exit are not allowed.
4. What type of audio/visual equipment is available in the Decker Center Community Room?
  - a. Available for use are a projector, screen, and podium. The podium includes a microphone, touch panel for operation of the projector and screen, as well as VGA cables for the connection of a laptop. Audio played through a connected laptop will be heard via speakers in the room. The County does not provide laptops for use.

Video/web conferencing is currently unavailable. Wi-Fi is available via a "Public" Wi-Fi connection; a password is not required.

5. How many tables and chairs are available? Are round tables available?
  - a. There are 60 chairs and 20 tables. Available for use are rectangular, folding tables.

The County does not provide or recommend vendors for party rentals if you require or desire other materials. The County is not responsible for the storage or security of materials provided by party rental vendors. All non-County owned materials must be removed from the room at the conclusion of the event.

6. Is there a food preparation area available in the Decker Center Community Room?
  - a. Yes – the food preparation area includes a refrigerator, sink, and microwave.
7. Will I be given a key to the facility prior to the event?
  - a. The facility will be opened and secured by County personnel.



8. May I set-up and/or decorate the facility before my event?
  - a. Include adequate set-up, decoration, and clean-up time in your request to reserve the facility. Requests to set-up the day before an event will require an additional usage fee.

The County is not responsible for the storage of, security of, damage or loss of supplies, displays, or other materials. All non-County owned materials must be removed from the room at the conclusion of the event.

9. What type of decorations are prohibited?
  - a. Decorations may not be attached to or hung from the ceiling. Candles, open flames, with the exception of chafing dish fuel, and other incendiary devices are prohibited in indoor facilities.

Please note, you, your organization, and all other users will be jointly responsible for the cost of damages to the facility that is a direct or indirect result of the use of the facility by you and/or your organization.

10. Will security be provided for my event?
  - a. You and/or your organization will be responsible for arranging for security and the payment of security costs. To request a Sheriff's Deputy, please contact the extra duty coordinator for Richland County Sheriff Department at (803)576-1467.

## LICENSE AGREEMENT FOR COMMUNITY COVID-19 TESTING

THIS LICENSE AGREEMENT (the "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_, 2020 by and between Prisma Health-Upstate ("Licensee") and \_\_\_\_\_ ("Licensor").

For and in consideration of the mutual promises, agreements, and covenants contained herein, the parties agree as follows:

1. TERM. Licensor hereby grants to Licensee, upon the terms and conditions hereinafter expressed, a license to conduct COVID-19 community testing (the "Testing") on Licensor's premises on the following dates and at the following times:  
  
\_\_\_\_\_
2. TERMINATION. Either party may terminate this Agreement upon written notice.
3. SPACE. Prisma Health shall be able to conduct testing at the following location (the "Space") :  
  
\_\_\_\_\_
4. SERVICES. Licensee agrees to provide consenting participants with Testing. All healthcare services shall be performed exclusively by Licensee. Licensee shall provide the staff, equipment, and supplies necessary to perform the Testing. Licensee shall have sole discretion and responsibility regarding the Testing. All Testing shall be carried out in compliance with GHS policies and procedures, and all Licensee personnel shall maintain any certification and/or licenses as to provide Testing as required by law.
5. LICENSOR RESPONSIBILITIES. Licensor shall provide the Space reasonably clear of clutter and debris. Power and utilities shall be provided. The Space shall be large enough to accommodate Licensee, and Licensor shall provide parking spaces for Patients and/or room for patients to gather, as appropriate.
6. SURROUNDING AREAS. Licensee shall keep the Space clean during operating hours at Licensor's location. Licensee shall return the Space to its original condition upon leaving Licensor's premises. Licensee shall be responsible for disposal of any waste generated as a result of activities occurring on Licensor's premises. Other than as stated above, Licensor shall be responsible for all other waste occurring on Licensor's premises.
7. LICENSEE ACCESS Licensee shall be granted the right to use the common areas surrounding, near, or adjacent to the Space on a non-exclusive basis, as appropriate. Licensee and Patients shall be granted the right to use restrooms and indoor common areas on Licensor's premises, as appropriate.
8. ADVERTISING/SIGNAGE Licensee shall provide signage, as appropriate. Licensee shall be permitted to place signage related to Testing in reasonable locations on Licensor's premises.
9. PAYMENTS. There shall be no compensation between Licensee and Licensor under this Agreement.

10. **INSURANCE.** Each party shall maintain on behalf of itself and its employees providing services hereunder professional liability insurance or self-insurance in such amount and under such terms as required under such party's policies or medical staff bylaws, as applicable. Each party shall also maintain on behalf of its employees providing service hereunder workers' compensation coverage as required by law.
11. **LIABILITY.** Other than as expressly stated herein, licensee and Licensor shall each be responsible for their own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by the party, its employees or representatives, in the performance or negligent omission of any act or responsibility of that party under this Agreement.
12. **COMPLIANCE WITH LAW.** Licensee and Licensor agree that in carrying out this Agreement, they will comply with all applicable laws, rules, regulations, ordinances, and statutes, including but not limited to those relating to the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in the Privacy Standards (45 C.F.R. Parts 160 and 164), the Electronic Transaction Standards (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160, 162, and 164), and all other applicable federal and state laws and regulations governing the confidentiality and privacy of patient health information.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

LICENSEE

LICENSOR

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## REQUEST OF ACTION

**Subject:** FY20 - District 5 Hospitality Tax Allocations

### A. Purpose

County Council is being requested to approve a total allocation of **\$40,000** for District 5.

### B. Background / Discussion

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 5 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$ 5,850
Friends of the Tapp's Art Center	\$ 2,500
Columbia Music Festival Association	\$ 10,000
Historic Columbia	\$ 15,000
SC Philharmonic	\$ 5,000
Trustus Theater	\$ 2,500
Columbia City Ballet	\$ 5,000
<b>Total Allocation</b>	<b>\$ 40,000</b>
<b>Remaining Balance</b>	<b>\$ 48,275</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21 June 11, 2020

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



## **REQUEST OF ACTION**

**Subject:** FY20 - District 2 Hospitality Tax Allocations

### **A. Purpose**

County Council is being requested to approve a total allocation of **\$120,000** for District 2.

### **B. Background / Discussion**

For the 2020 - 2021 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$82,425.00 for each district Council member. The details of these motions are listed below:

**Motion List (3<sup>rd</sup> reading) for FY17:** Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

**Motion List (3<sup>rd</sup> reading) for FY21, Special Called Meeting – June 11, 2020:** Establish Hospitality Tax discretionary accounts for each district in FY21 at the amount of \$82,425. Move that all unspent H-Tax funding for FY19-20 be carried over and added to any additional funding for FY20-21.

Pursuant to Budget Memorandum 2017-1 and the third reading of the budget for FY21 each district Council member was approved \$82,425.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 2 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$ 82,425
FY2020 Remaining	\$ 47,550
Columbia Classical Ballet	\$ 8,000
Township Auditorium Foundation	\$ 5,000
Black Pages International	\$ 3,000
Columbia International Festival	\$ 3,000
Columbia Museum of Art	\$ 2,000
Columbia City Ballet	\$ 10,000
Keep the Midlands Beautiful	\$ 2,500
Latino Communications CDC	\$ 5,000
Kingville Historical Foundation	\$ 5,000
Midlands Tech Harbison Theatre	\$ 5,000
Friends of Harbison State Forest	\$ 5,000
Richland Music Festival	\$ 15,000
The River Community Foundation	\$ 50,000
Skipp Pearson Jazz Foundation	\$ 1,500
<b>Total Allocation</b>	<b>\$120,000</b>
<b>Remaining Balance</b>	<b>\$ 9,975</b>

**C. Legislative / Chronological History**

- 3<sup>rd</sup> Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- 3<sup>rd</sup> Reading of Budget FY19 June 21 ,2018
- 3<sup>rd</sup> Reading of the Budget FY20 June 10, 2019
- 3<sup>rd</sup> Reading of the Budget FY21 June 11, 2020

**D. Alternatives**

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

**E. Final Recommendation**

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.