

# **RICHLAND COUNTY**

## **SPECIAL CALLED MEETING AGENDA**



**Tuesday, NOVEMBER 10, 2020**

**6:00 PM**

**ZOOM MEETING**



# RICHLAND COUNTY COUNCIL 2020



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022





Richland County Special Called Meeting

November 10, 2020 - 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston

a. Roll Call

2. **INVOCATION**

The Honorable Joyce Dickerson

3. **PLEDGE OF ALLEGIANCE**

The Honorable Joyce Dickerson

4. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Special Called Meeting: October 6, 2020 [PAGES 11-23]

b. Regular Session: October 20, 2020 [PAGES 24-36]

c. Zoning Public Hearing: October 27, 2020 [PAGES 37-41]

5. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

6. **REPORT OF ATTORNEY FOR EXECUTIVE SESSION ITEMS**

Larry Smith,  
County Attorney

After Council returns to open session, Council may take action on any item, including any subsection of any section, listed on an executive session agenda or discussed in an executive session during a properly notice meeting.

a. Receipt of Legal Advice: Potential resolution/settlement of contractual/personnel matter involving former Administrator Gerald Seals

7. **CITIZEN'S INPUT**

The Honorable Paul Livingston

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

- 8. CITIZEN'S INPUT** The Honorable Paul Livingston
- a. Must Pertain to Richland County Matters Not on the Agenda (Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)
- 9. REPORT OF THE COUNTY ADMINISTRATOR** Leonardo Brown,  
County Administrator
- a. Coronavirus Update
- 10. REPORT OF THE INTERIM CLERK OF COUNCIL** Michelle Onley  
Interim Clerk of Council
- a. Proposed 2021 Council Meeting Calendar [ACTION] [PAGES 42-43]
- 11. REPORT OF THE CHAIR** The Honorable Paul Livingston
- 12. OPEN / CLOSE PUBLIC HEARINGS** The Honorable Paul Livingston
- a. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$921,103 to amend the School Resource Officer Budget
  - b. An Ordinance Amending the Fiscal Year 2021 School Resource Officer Fund Annual Budget by \$647,103 to account for RCSD needs
  - c. An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway
  - d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters
  - e. For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto

### **13. APPROVAL OF CONSENT ITEMS**

The Honorable Paul Livingston

- a. 20-021MA  
Erica Serbin  
RM-MD to MH (2.34 Acres)  
8534 Old Percival Road  
TMS # R22602-02-07 [SECOND READING] [PAGES 44-45]
- b. 20-029MA  
Dave R. Brock  
M-1/RM-MD to LI (2 Acres)  
1804 Shop Road  
TMS # 13604-01-01 [SECOND READING] [PAGES 46-47]
- c. Road Closure Petition - Sloan Street [PAGES 48-63]
- d. Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21 [PAGES 64-88]
- e. Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance [PAGES 89-132]

### **14. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$921,103 to amend the School Resource Officer Budget [PAGES 133-135]
- b. An Ordinance Amending the Fiscal Year 2021 School Resource Officer Fund Annual Budget by \$647,103 to account for RCSD needs [PAGES 136-138]
- c. An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway [PAGES 139-144]
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters [PAGES 145-236]
- e. For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto [PAGES 237-252]

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

The Honorable Joyce Dickerson

- a. Alvin S. Glenn Detention Center - Detainee Telephone Service [PAGES 253-259]
- b. Richland County amend the retirement insurance benefit for employees to be granted full insurance benefit to employees who serve a total number of accumulative years instead of total consecutive years for their perspective terms for full retirement. Example: employees who qualify for full retirement at 25, 28 and 30 years be granted full retirement benefits based on a total accumulated years served instead of consecutive years. The total years must be with Richland County Government [PAGES 260-325]
- c. FY20-21 Public Service Projects [PAGES 326-335]
- d. Grant Request for Community Beautification – Lake Elizabeth Homeowner’s Association [PAGES 336-356]

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

The Honorable Paul Livingston

- a. Authorizing a ten-year extension of the terms of certain existing fee-in-lieu of ad valorem taxes agreements; committing to negotiate a new fee-in-lieu of ad valorem taxes agreement between Richland County and Project Offer; identifying the project; and other matters related thereto [PAGES 357-359]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Offer to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 360-391]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Yeti; identifying the project; and other matters related thereto [PAGES 392-393]
- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and infrastructure credit agreement by and between Richland County, South Carolina and Project Yeti to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING] [PAGES 394-427]

- e. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Gable Oaks Housing Associates LP; and other related matters [FIRST READING] [PAGES 428-449]
- f. Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto [FIRST READING] [PAGES 450-467]

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

**I. NOTIFICATION OF APPOINTMENTS**

The Honorable Bill Malinowski

a. Central Midlands Regional Transit Authority - 1

- 1. Roger Leaks [PAGES 468-469]
- 2. Shawn Keith [PAGES 470-471]
- 3. Gary Hopper [PAGES 472-473]
- 4. Lynn Jackson [PAGES 474-477]
- 5. Christopher Lawson [PAGES 478-479]
- 6. Tawayna Hebert [PAGES 480-482]
- 7. Valerie Aiken [PAGES 483-484]
- 8. Tonya Rodriguez Hodges [PAGES 485-486]

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

The Honorable Jim Manning

- a. Transportation Department Budget Transfers [PAGES 487-515]
- b. Spears Creek Church Rd. Widening Design Service Order [PAGES 516-578]
- c. Transportation Organization [PAGES 579-581]
- d. Mitigation Credit Sales – Easley Combined Utilities [PAGES 582-595]
- e. Mitigation Credit Sales – Fielding Homes LLC [PAGES 596-609]

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

The Honorable Chakisse Newton

- a. Clerk to Council Search Update
- b. Compensation for Interim Clerk to Council

**20. OTHER ITEMS**

- a. FY20 - District 5 Hospitality Tax Allocations [PAGES 610-611]
- b. A Resolution to appoint and commission Charles Luke Williamson as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 612]

**21. EXECUTIVE SESSION**

Larry, Smith, County Attorney



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**22. MOTION PERIOD**

- a. Amend the County's current ordinance, in order to allow lighting on Broad River Road

The Honorable Joyce Dickerson

**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

SPECIAL CALLED MEETING  
October 6, 2020 – 3:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29204

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

**OTHERS PRESENT:** Michelle Onley, John Thompson, Ashiya Myers, Larry Smith, Ashley Powell, Leonardo Brown, Brad Farrar, Angela Weathersby, Kyle Holsclaw, Michael Niermeier, Clayton Voignier, Pam Davis and Harry Polis

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 3:00 PM.
2. **ADOPTION OF THE AGENDA** – Ms. McBride moved, seconded by Mr. Walker, to adopt the agenda as published.

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

Opposed: Malinowski and Newton

Not Present: Dickerson, Kennedy and Myers

The vote was in favor.

3. **APPEAL OF BUSINESS LICENSE REVOCATION: SOOJIN, INC. D/B/A MY PLACE**

Mr. Livingston stated we are here to hear an appeal from the business operating under the name of Soojin, Inc. and d/b/a My Place located at 7720 Claudia Drive. On August 27, 2020, the Richland County Sheriff's Department performed an emergency abatement relative to activity at the establishment. In 2019, Council adopted an ordinance addressing public nuisance. As part of the process set forth in that ordinance, Sec. 18-7 provides for an automatic appeal, when there is an emergency abatement.

Ms. Davis stated, on August 26<sup>th</sup>, the County Administrator and the Sheriff Lott declared the business, officially named Soojin, Inc., d/b/a My Place, or Blaze, as a public nuisance, according to the County Code Sec. 18-7, with a determination of imminent danger to the public. On August 28<sup>th</sup>, she received notification of this determination, based upon excessive public safety response, County Code Sec. 18-7(b)(5). Upon reviewing the Sheriff's Department's documentation, an affidavit by Major Harry Polis, dated August 24, 2020, which detailed the excessive public safety response, she determined the conditions set forth in the County Code Sec. 18-7(b)(5) had been met, and the business license, for the business, should be revoked pursuant to Sec. 16-18(i)(i). She provided the determination to revoke the license to the County Administrator on August 28<sup>th</sup>.

Major Harry Polis, Operations Division, stated "My Place" is located at 7720 Claudia Drive, at the corner of Parklane Road, in unincorporated Richland County, Council District Three. This location was licensed as a drinking place. For the SCDOR purposes, they are licensed as a non-profit, private club. They also have an on premise beer and wine permit.

Several years ago, Major Polis, along with Chief McDuffie, with meeting with bar and nightclub owners throughout Richland County. We learned over a course of time that there were a lot locations that had high crime rates, and shootings. Prior to September 2019, there were multiple incidents at “My Place”, but he stated he would only be addressing those incidents within the last year.

- September 17, 2019 – He and Chief McDuffie met with Mr. McNeely, Mr. McNeely’s ex-wife, and the manager. The goal of the meeting was to hear their concerns, and work together to bring resolution to the issues they were having at the location. The other goal was to develop a rapport with the owners, and to ensure them that they knew could reach out to the Sheriff’s Department to seek assistance.
- September 22, 2019 – Deputies were dispatched to a fight in progress. When they arrived on the scene, people were still entering the bar. The deputies reported a strong odor of burning marijuana inside the establishment.
- October 6, 2019 – Report of multiple physical and verbal altercations taking place at the establishment. The manager refused to shut the bar down, claiming the issues were all in the parking lot, AllSouth and the BP.
- October 12, 2019 – Deputies received a call for a fight in progress. There was a verbal altercation, which began inside the bar, and ended in a fight, with fists and beer bottles, in the AllSouth parking lot.
- October 13, 2019 – The Sheriff’s Department received 3 emergency calls for service at this location. The 1<sup>st</sup> came in at 1:11 AM – Shots fired in the vicinity of the bar; at 3:30 AM – Fight in progress, involving a gun; at 5:33 AM – Deputies responded to Providence NE to meet with a stabbing victim from an earlier altercation at “My Place”.
- October 18, 2019 – During a compliance check, Chief McDuffie was informed that all of the issues stemmed from the congregation of people across the street at the BBQ grill. Major Polis and Chief McDuffie met with the owners of the BP, wherein they agreed to remove the BBQ grill, and stop allowing patrons from “My Place” to park on their property. In addition, there were multiple people observed openly smoking marijuana in the parking lot, and in close proximity to the business. Multiple citations were issued that night. A meeting was held with a neighboring business owner, and they showed the Sheriff’s Department bullet holes from one of the prior shootings.
- November 3, 2019 – Call received regarding loud music and automobiles parked all over the place.
- November 16, 2019 – Loud music and loitering in parking lot complaint.
- November 23, 2019 – Two calls received regarding loud music and yelling.
- November 30, 2019 – Schroeder’s Tow Service called Sheriff’s Department to standby while they towed illegally vehicle off of the AllSouth parking lot. At that time, management from “My Place” was irate with the deputies and caused a scene. That same night, the Sheriff’s Department was called back to the scene for a loud music and people complaint.
- December 8, 2019 – Loud music and people complaint.

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- February 8, 2020 – Physical altercation inside the bar, wherein the caller stated several people pulled guns on each other.
- March 15, 2020 – Shots fired. Citizen stated they heard gunshots coming from “My Place”.
- March 20, 2020 – Major Polis and Captain Gonzalez were doing compliance checks and discovered that “My Place” was open in violation of the Governor’s Order. They were verbally warned, and the establishment was closed.

\*\*From March – June 2020, all bars and nightclubs were closed, pursuant to the Governor’s Executive Order.

- June 27, 2020 – Victim was assaulted by an unknown suspect, and transported to the hospital. There were an assault and robbery, by a group of 10 unknown suspects while walking from “My Place”.
- June 28, 2020 – Female victim, while walking back to her vehicle, was harassed by an unknown male. Fearing for her life, she drew her pistol. Another unknown male, took the gun from her, and stole her jewelry, cash and shoes.
- July 4, 2020 – Large group of males were fighting in the street.
- July 5, 2020 – Shots fired. A victim called, from a residence in close proximity to “My Place”, after reportedly hearing multiple gunshots coming from the location. Two bullets went through the victim’s bedroom window and lodged into the headboard of her bed.

Mr. Walker moved, seconded by Ms. Terracio, to extend the allowable time by 5 minutes for each party.

Mr. Manning made a substitute motion to extend the allowable time by 3 minutes.

The substitute motion died for lack of a second.

In Favor: Livingston, Terracio and Walker

Opposed: Malinowski and Manning

Not Present: Dickerson and Kennedy

The vote was in favor.

- July 8 – 10, 2020 – Major Polis made multiple attempts to contact Mr. McNeely to discuss the ongoing problems at the location. He was difficult to get in touch with, but when he did respond, he stated, “He had been voted out as President because of what was going on with the shootings.”
- July 11, 2020 – Schroeder’s Tow Service again went to AllSouth to tow the illegally parked vehicles that belonged to “My Place” patrons. Several patrons got into a verbal dispute with the tow truck driver over the vehicles, and one suspect pulled a gun on the driver.
- August 15, 2020 – SLED agents went to the location and inspected them. They were cited for alcohol violations.

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- August 23, 2020 – Deputies in the area heard multiple gunshots comes from “My Place” and observed people running and screaming from the location. Management was uncooperative with the investigation. They would not allow the deputies in to search and ensure everything was okay. At that time, deputies seized 2 firearms and narcotics from subjects who were leaving the bar.

Major Polis stated, as a private club, they choose who comes to this establishment. Of the 4 private clubs within a 2-mile radius, “My Place” is the only private club that has had any criminal activity. There have been no shootings in the area of “My Place” since the location has been shuttered. The Sheriff’s Department believes, if this business is allowed to operate, it will present an imminent danger to the public.

Ms. Newton stated, according to the memorandum, the Sheriff’s Department responded to the location over 26 times in the last year, and despite your efforts with club ownership and management to take action regarding criminal activity, the situation was not made better. She inquired what the specific steps were the Sheriff’s Department requested the club to take, and what was their response?

Major Polis responding, during the meeting, they make recommendations. They offer security surveys, wherein the CAT Team comes out and looks at the property, and makes recommendations on things the business can do to improve security. They look at and assist with establishing a parking plan that is suitable for the location and activity taking place. They can make recommendations to hire private security, which he believes they did. Obviously, they can call the Sheriff’s Department anytime they have an issue at the location. If the business reaches out proactively, the Sheriff’s Department can assist with addressing the matters and ensure they are receiving the needed resources.

Ms. Newton stated, for clarification, when the Sheriff’s Department met with the business, the specific recommendations were they could change their parking plan, hire private security, and reach out to the Sheriff’s Department with any problems.

Major Polis responded the business did take the Sheriff’s Department up on the security survey. Businesses are also informed there are security options through SLED, the Sheriff’s Department, etc. to help mitigate problems moving forward.

Ms. Newton inquired, in Major Polis’ perspective, with the exception of the security survey, the business did not take any of the Sheriff’s Department’s recommendations to alleviate the problems.

Major Polis responded they are not curtailing illegal drug use. They are still allowing citizens with guns to be present. Based on the number of people coming to the establishment, it is hard to believe they are lawfully operating as a private club.

Ms. Newton inquired how the business would detect if someone entering the establishment had a firearm.

Major Polis responded, typically when you hire a private security company, they will do pat downs at the door. When they locate a firearm, they will call the Sheriff’s Department to arrest the individual and take the gun and enter it into evidence on behalf of the private security company.

Mr. Rutherford stated, as you can tell from the answers being given by the Sheriff’s Department, they are seemingly answering the questions, but in reality being very evasive. When the Sheriff’s Department met with his clients, they instituted every request made of them. They looked at the parking situation, and hired private security, which utilized a metal detector and pat downs. In addition, they made two requests of the Sheriff’s Department that they be allowed to have an off-duty deputy, which they would pay for, to be on the outside of the business. As you noted, from the Major Polis’ conversation, most of the problems happened at AllSouth, the BP or at the AMPMR. The bulk of the problems did not occur at the business location, which is

significant because once the patron leaves “Club Blaze” they are no longer the liability of “Club Blaze” and “Club Blaze” does not have the authority to tell people where to park and what to do. He is not sure why the Sheriff’s Department mentioned that guns were pulled on Schroeder’s Towing Service at the AllSouth location because that did not relate to “Club Blaze”. They did not mention that they arrested anyone, charged anyone, seized any guns, or that the individuals were coming from the club. In the latest incident, the Sheriff’s Department said they showed up at the incident location, and were told by security that everything was fine, but then they charged two people who had guns and marijuana after leaving the club. In effect, they are saying, someplace else, not at “Club Blaze” they stopped people and find a gun and marijuana, which is not an uncommon thing in Richland County, but had nothing to do with “Club Blaze”. Major Polis listed several phone calls regarding loud noise and arguing. What he did not list, on the incident report, is where those calls were actually coming from and what they were referring to. Major Polis told you, at some point, the BP station had a BBQ grill across the street, which was the cause of so much concern that they shut that business down. Yet problems continued to happen there because it is a gas station, on a very busy street, which is not something that his client can control because he does not own the BP station. He noted, the young lady that was robbed was at the AMPMR, and not “Club Blaze”. What is clear is that during the shutdown from March – July, when the Governor ordered nightclubs to close, SLED did come in and tell them they were operating when they should not have been. When the Governor issued the Executive Order letters were not sent out to all the clubs; therefore, SLED issued them a warning and “Club Blaze” shut down. If you look through the incident reports, you will find that someone was at the hospital and they said while they were at “Club Blaze” something happened to them. The eyewitness said they did not see that, but a lot was going on at the time. Most importantly, Major Polis showed you a window with a bullet hole in it. If you look across the street, you could see “Club Blaze”. What Major Polis did not tell you is who lives in that house. Whether somebody was looking for them, shooting at them, or if it had anything to do with them. We do not know that because the Sheriff’s Department did not investigate it. They would rather blame it on “Club Blaze”. What we should be take note of are the things that happened on premise that the Sheriff’s Department investigates, and they have a witness that can verify the incident happened on the premises. Other than that, everything that happens at that part of Parklane, cannot be blamed on “Club Blaze” because “Club Blaze” has no liability. That is the responsibility of the Sheriff’s Department, which is why “Club Blaze” and its management and owner requested that they be allowed to receive protection, they would be willing to pay for, from the Sheriff’s Department. If we take a look at, and examine, the top 10 businesses in Richland County that receive the most calls, they include: Wal-Mart, 10136 Two Notch Road, 7201 Two Notch Road, 301 Percival Road, 7128 Parklane Road, 321 Killian Road, 5831 North Main Street, 2640 Broad River Road, 7541 Nates Road, 1029 Briargate Circle. To allow the Sheriff’s Department to designate that “Club Blaze” be closed is an arbitrary and capricious calculation. We allege there is a concerted effort to leave minority businesses, in the County, unprotected to then be subject to shut down. None of the businesses he previously listed have been served and shut down for nuisance. Yet his client is the 2<sup>nd</sup> minority-owned business that has been subject to shut down. At some point, the citizens of Richland County, deserve protection from the Sheriff’s Department. If that protection cannot be provided by the Sheriff’s Department, at the taxpayers’ expense, it should be allowed to be provided at the expense of “Club Blaze”, if they so choose. As we all know, “Club Blaze” cannot be expected to protect what happens at the BP, and their insurance would not cover them if they did tried to do something about what was going on there. What we have heard today is a listing of incidents. The bulk of which did not happen at “Club Blaze”. Major Polis mentioned between March and June there were no shootings, but if you recall everything was shut down.

Mr. Malinowski inquired as to when “Club Blaze” made a request to the Sheriff’s Department for security, did they received the security, and if not, why.

Mr. Rutherford responded they did not received it. The request was made September 2019. He stated he has represented several clubs and restaurants that have made the same request, and all have been denied. He has spoken with the Solicitor’s Office and Sheriff’s deputies about this issue. When you listen to the response that Major Polis gave to Ms. Newton, what you heard was a bunch of things he could tell anybody. We will

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check on your parking, make sure you have security, but "Club Blaze" goes over and above that. You cannot get into "Club Blaze", if you are a male, unless you are over 30. You cannot get in, if you are a female, unless you are above the age of 25. The two people the Sheriff's Department cites as being caught with guns and drugs, outside of "Club Blaze" were not at "Club Blaze" doing anything wrong because they would have been too young to get in. The problem is the inability to police any property outside of your own. All of that is the responsibility of the Sheriff's Department, and if put on "Club Blaze" they are going to fail every time because they simply cannot do it.

Ms. Terracio inquired about the nature of the membership. She inquired if it is one of those things where she could walk up and purchase a membership, or is it something more restrictive.

Mr. Rutherford responded it is restrictive, but you can get in onsite by providing your ID. They are only going to let people in who are members, or guest of members, which was in an effort to make sure they did not have problems. No business can succeed by having problems, and especially where they are going to be shut down as a nuisance. No one wants to come, if the business is not doing what it is supposed to do. That is the reason for the age requirement, the private membership, and the security precautions (i.e. metal detectors and pat downs).

Ms. Terracio inquired if there was a reason given for the off-duty request being denied.

Mr. Rutherford responded there was not, and no reason has been given in the past either. It is his understanding the Sheriff did not want his deputies working at places that sell alcohol. Everyone understands that a private business owner cannot police the business next door. The Sheriff's Department has listed problems that surround the location. What you did not hear was there was a deputy onsite. You did not hear there was a deputy at the gas station, at the AllSouth parking lot, etc. When he was at "Club Blaze" on Friday afternoon, there was law enforcement investigating something that happened across the street. What you did not hear was that several days ago there was a call of shots fired, and "Club Blaze" was closed. This is a busy part of the County, and it abuts the #3 location on the Sheriff's Department's list. Yet you did not hear about the Sheriff's Department was there making sure everyone was okay in that location.

Ms. Newton inquired if Mr. Rutherford is comparing apples to apples, in terms of similar types of complaints.

Mr. Rutherford responded it is difficult for them to tell because they can only get this information from the Sheriff's Department, as they are willing to give it. When they made the request for the top 10 calls, they also requested the locations, which the Sheriff's Department refused to provide the locations because businesses change names. He does know that 5831 North Main Street, the Obama gas station, gets everything. He knows, from his experience as a criminal defense lawyer, the Motel 6 and Economy Hotel gets drug charges, assaults, and criminal sexual conduct. Things that are a lot more egregious.

Ms. Newton stated, it is her recollection, there were numerous altercations that happened inside the premises. She inquired if Mr. Rutherford is saying no incidents happened on premises, or that after changes were instituted those altercations ceased.

Mr. Rutherford responded there was one documented altercation that happened inside. A gentleman was assaulted after he was asked to leave the premises. On his way out the door, he sexually assaulted a young woman, and a gentleman hit him in the eye. Rather than write the assault up on the young lady, it is written up as an assault on the gentleman. The others were, a witness saying, "I was inside 'Club Blaze' and this happened to this young lady, but I did not see it."

Ms. McBride stated she concurs with Mr. Rutherford regarding the Obama gas station, and we are trying to address that problem. Her concern, as the Council representative for that district, she receives numerous



complaints from constituents regarding “Club Blaze”. They see it as a blight in the community. They have called about the loud music and gunshots. Also, she is concerned about the minority businesses. She definitely supports minority businesses, and she does not want to unjustly target them, but this has been a problem based on the community’s perception. She inquired if the current owner is a minority.

Mr. Rutherford responded the owner of the business is not a minority, but it caters to minorities.

Ms. McBride stated this is an established community where people have worked hard to purchase homes, and a number of them are senior citizens.

Mr. Rutherford stated, if the Sheriff’s Department were to list the number of incidents at the State Fair, you would have everything from shootings, fights and gang activity, but they do not shut it down because they patrol it. What you have been you go further out, is businesses that cater to minorities that lack that same protection, which puts the constituents in jeopardy.

Mr. Walker stated, his concern is, there have been serious allegations directed toward our Sheriff’s Department by Representative Rutherford. He thinks it would be remiss not to allow Major Polis to respond to the allegations.

Major Polis stated, in September, the Sheriff’s Department met with Mr. McNeely and his team. Prior to leaving the meeting, Mr. McNeely was provided information on what he needed to do to request extra duty officers from the Sheriff’s Department to work at his establishment. A request was never received about extra duty officers. Additionally, in an email of July 14, 2020, Major Polis stated, “Mr. McNeely, please email Captain Flowers, who is now our extra duty coordinator, and tell her what you need.” Captain Flowers email address was provided.

Mr. Rutherford stated Major Polis told his client there were no officers available. He is also familiar with other businesses that requested off-duty deputies and were denied. He would request, if his client is able to continue to operate, they will pay for off-duty Sheriff Department deputies to come in and police the other parking lots. Not inside the club, but outside where all the problems seem to be stemming from. We can cure this right now, if the Sheriff’s Department is willing to put their money where their mouth is, and provide off-duty Sheriff’s deputies.

Ms. Newton inquired, in terms of the top 10 locations where the Sheriff’s Department is receiving calls, are the calls comparable in the level of severity. Also, the number of altercations that appear to be happening outside and off club premises versus inside the club’s premises.

Major Polis noted the statistics Mr. Rutherford was referring to were from 2018 – present. This is outside of what the ordinance allows us to look at. In response to Ms. Newton’s 1<sup>st</sup> question, the incidents are not comparable to what is going on at this location. Secondly, the Sheriff’s Department knows that the citizens who patronize “My Place” are coming to an establishment that creates an environment where they are comfortable to bring narcotics, guns, and generally violate the law. Whether they are traveling from the parking lot to the establishment, or the establishment to the parking lot is irrelevant. However, we know that if “My Place” were not operating we would not be having the level, or frequency, of violence that we are experiencing at that establishment.

Ms. Myers stated, for clarification, Major Polis stated it was categorically untrue that they would not provide assistance for this club. She inquired as to what kind of materials the Sheriff’s Department provides to the businesses, is there a fee schedule, is there some collateral given to these businesses, so they know these services are available, and how do they access the services.

Major Polis responded the fees for extra duty are set by County ordinance.

Ms. Myers inquired if there is a “piece of paper” that instructs them on how they access the services, and what they need to do to get the services provided to them.

Major Polis responded there is an extra duty request form that is provided. It details what they are requesting, and what the Sheriff’s Department is able to provide, at the time of the request.

Ms. Myers inquired how a business would know this is a service the Sheriff’s Department could provide for them.

Major Polis responded this business was informed of the services, and the information is readily available on the Sheriff’s Department’s website. There are a lot of businesses that request extra duty.

Ms. Myers stated, for clarification, if Mr. Rutherford said his client asked for the service and the Sheriff’s Department would not provide it, he is not telling the truth.

Major Polis responded, at no time, did the Sheriff’s Department deny a request from “My Place” or “Club Blaze” to work extra duty. As he previously said, on July 14<sup>th</sup>, he reminded Mr. McNeely how he could go about requesting the Sheriff’s Department to work extra duty at the location. The Sheriff’s Department, for the last 2 years, has provided this service at other bars and nightclubs. Years ago, there was a policy the Sheriff’s Department would not work at bars and nightclubs, but that has changed.

Ms. Myers inquired if the addition of off-duty officers, at this establishment, would make a difference.

Major Polis responded, the business has had multiple opportunities to request the service, before we got to this point. Unfortunately, he does not believe extra duty officers, at this location, is going to make any difference.

Ms. Myers requested Mr. Rutherford’s thoughts on this.

Mr. Rutherford responded that he believes it would make a difference. He will present to Council, and expect an apology from the Sheriff’s Department, an email to a Captain Rachel Flowers, from Sonya Harris, in regards to “Club Blaze”, stating “she was referred to her, by Major Polis, as a point of contact for setting up weekend police presence. She would like to have someone on Friday and Saturday nights, from the hours of 2 AM – 5 AM. Starting this weekend would be great. The address is 7720 Claudia Drive, Columbia, SC 29223, Blaze Bar & Grill. Your assistance is greatly appreciated.” And, they were told there were no officers available.

Ms. Myers inquired as to the date of the email.

Mr. Rutherford responded it was July 16, 2020. He stated, they were told, although they had made the request before, and told there were no officers, that because of the shutdown things had slower down and there were probably officers available. They made the request again, in writing, and were told there were no officers available.

Mr. Livingston stated, according to the ordinance, we may approve the County’s license official’s action, we may overrule the action, or we may make any other appropriate disposition pursuant to the ordinance. He inquired, if Council could suspend the license for a period of time. Could Council do probation with conditions?

Mr. Smith responded the ordinance gives Council the flexibility to fashion whatever remedy that feel is appropriate, based on the facts of the case.

Mr. Livingston inquired, if the ordinance required the decision to be made now, or at a future date.

Mr. Smith responded, if Council believes they are ready at this time to make a decision, related to the matter, then a motion to that effect may be in order. However, if for some reason, Council is not prepared to do that, then the decision can be deferred.

Ms. McBride stated, her community is not here to give input on this appeal, as this is only for Council. She inquired if any members of Council would want this type business in their community, and providing these disruptions to the community the senior citizens, and other residents, are having to tolerate. When we make our deliberations, we need to think about the conditions the citizens are living under, based on the close proximity to this business.

Ms. Myers inquired if Ms. McBride thinks the addition of police officers, to quell some of these concerns, would make a difference.

Ms. McBride responded, based on what her constituents have talked to her about, they do not want the business there. It has been nothing but problems. Therefore, she will have to go along with them.

Ms. Myers stated, she has some heartburn about that, because if the business is legally operating in the place where it is, she does not want to usurp their rights. She noted this is a difficult question, and this is the first test of our ordinance. She thinks there are issues in the ordinance that needs more work.

Ms. McBride stated she is not for closing down any business illegally, but these are concerns regarding what appears to be a nuisance. She has to leave the legalities to our legal officials to determine if we are following those procedures.

Ms. Terracio stated a couple remedies were mentioned. One was to have the extra duty deputies on premises, during operating hours. There was another of there being a period of time for them to be closed. She is assuming this was for them to make some improvements in the business. She inquired if this would be helpful.

Major Polis responded extra duty is just that for the Sheriff's Department. They do not mandate that deputies work extra duty, but is an optional service the deputies sign up for. Typically, we can make the service available, and deputies who are off-duty and want to pick up that extra detail are able to do so. In other words, extra duty is not a guaranteed thing we can do. He believes the Sheriff's Department has tried everything they know to how to try, for the past year, to get these people to operate their business lawfully. He thinks we are beyond anything other than revocation of license.

Ms. Newton stated, on the one hand, we have an establishment where there is clearly an uptick of crime happening in its vicinity, and that is certainly not something she wants to encourage, or perpetuate in Richland County. She does not think it is an establishment that she would be visiting, based on the type of history that it has. At the same time, we are in a situation where we are looking at shutting down a business forever, and there is no other remedy. While she does not want the crime to continue, she is wondering if the only remedy is shutting the business down. She would be incline to look at, and would Council consider, a probationary period where the parties could try to come together to resolve this. Then, at that point, if the remedies do not work, then we are at the permanent stage and revoke the license.

Ms. Myers inquired if the probationary period would also include community discussions in drafting how we go forward, or would it only involve the Sheriff's Department.

Ms. Newton responded she would be open to community involvement. She does not know what the best solution is, but it seems to her that there may be an opportunity a coming together.

Ms. McBride stated anyone in that surrounding community knows "My Place" and they know the problems they have had. You do not live in this community, so you are not aware of the issues they deal with every day. She stated we cannot move forward without taking consideration the nuisance that has being caused by this business.

Major Polis stated the Sheriff's Department saw a significant increase in the amount of criminal activity at the location as far back as February 2019, and it persisted through the day that we shuttered the business. During the last year, this business has had multiple opportunities to take upon themselves to reach out to community members, and assure them that they want to be good neighbors. To his knowledge, that has never happened. He is not sure how that could change after today.

Mr. Manning stated the first public nuisance case was in District Eight. One thing that was different, in that case, was that the business was pretty isolated. There were no other businesses on the corner, beside it, or across the street. He would be inclined to look at some type of probation and involving the community. Obviously, the Sheriff's Department cannot be told they have to provide off-duty officers. He does not feel confident that this business, in and of itself, is the entire nuisance of this area.

Ms. Terracio stated, if Council were to move forward with a probationary period, we would definitely need to spell out what kinds of improvements we would like to see at the end of the probationary period.

Mr. Malinowski stated, according to Major Polis, there has been an increase in criminal activity since February 2019, but what he is hearing from Mr. Rutherford is the activities that have been reported did not take place on the property. He would like to know how many incidents the Sheriff's Department responded to can be directly attributed to the business.

Major Polis stated all of the reports come back to "My Place"...patrons visiting the property, leaving the property, on the property, and around the property. They are not visiting the insurance company or the bank. They were using the BP to illegally park and congregate.

Mr. Malinowski stated, it seems to him, that is a big assumption because the people were not discovered doing the illegal activity at, or in, the business.

Major Polis stated, he respectfully disagreed. When this business is closed, the issues are not occurring.

Mr. Rutherford stated, in response to Mr. Malinowski, that is exactly the point. You were told they had to tell the BBQ operator to stop operations. In addition, the BP was instructed not to allow patrons to park on their premises because they were causing a problem. The reason they can report an uptick, going back to January 2019, is because the Sheriff's Department started shutting down other black establishments in that area, and this was the only one open. Because they cater to an older crowd, they are not allowing people in. Due to them not allowing these individuals in, there may be people on the outside causing problems. We believe, and do not know why the Sheriff's Department does not believe, that continued operation under suspension with an off-duty Sheriff's deputy on premise, would cut down on the problems.

Mr. Manning inquired if the business could utilize off-duty City of Columbia, Forest Acres, SLED, Fairfield County, or is the law such that off-duty officer assignment is only the availability of the jurisdiction.

Mr. Rutherford responded the City of Columbia allows their officers to work off-duty at any place that is calling for them, but they cannot come into the County. This establishment is the County; therefore, CPD officers could not come there.

Ms. Myers requested that Major Polis elaborate on why he did not feel the presence of the Sheriff's Department would make a difference at this establishment.

Major Polis responded, if you recall earlier, Mr. Rutherford said that deputies would not be allowed inside the business, which is notable. Why would you not allow the deputies in the business? The reasonable assumption would be there are other things going on inside they do not want the Sheriff's Department to know about.

Ms. Myers inquired if Major Polis believes having the deputies outside the business would make a difference.

Major Polis responded, in any business, where you have deputies present, it is going to be a deterrent.

Mr. Rutherford stated, for clarification, he was speaking on the Sheriff's previous policy of not allowing his deputies to work places that serve alcohol. If that was still a problem, they did not have to work inside. They would welcome them to be inside the business. This is a place that wants to follow the rules.

Ms. McBride inquired, if we deny the appeal of the business license revocation, what will happen. Will they be able to come back at another time? What is the next steps?

Mr. Smith responded, if Council upholds the revocation of the license, then, at that point, the business would not be in a position to legally operate.

Ms. McBride inquired if they could come back and reapply.

Mr. Smith responded he does not believe there is a provision, under this ordinance, that allows that.

Ms. Davis responded the business license ordinance prohibits a drinking place, which has had a business license revoked, from applying to be a drinking place for 3 years.

Mr. Manning moved, seconded by Mr. Malinowski, to go into Executive Session.

In Favor: Malinowski, McBride, Terracio and Manning,

Opposed: Livingston, Walker, Myers and Newton

The motion failed.

Mr. Walker moved, seconded by Ms. McBride, to support the recommendation of the Sheriff's Department and Business License Division and uphold the revocation of the business license.

Ms. Terracio stated, for clarification, if the motion were to pass the consequence would be that for 3 years they could not apply to be a bar again, but they could be something else.

Ms. Davis responded in the affirmative. They could not operate as a bar. They could apply to be a restaurant, but they were need to be some care taken to ensure through the Zoning, Building Inspections and the Fire Marshal that the business is structured physically in such a way to operate as a restaurant instead of a bar.

Ms. Myers inquired, if Ms. McBride, would be willing to give the business a 30 or 90 trial period, where they have the opportunity to work with the community and the Sheriff's Department, to put some regulations in place, instead of shutting them down permanently.

Ms. McBride responded, based on the input from the community, she would have to say no.

Mr. Malinowski inquired, if the business opens up as a restaurant, would they be able to sell alcoholic beverages.

Ms. Davis responded that would be more of a zoning question. While the Department of Revenue might allow them have an alcohol license, as she indicated zoning, and the other divisions, would need to take great care that the business is physically structured in such a way as to operate as a restaurant, and not a bar.

Ms. Newton stated some of the challenges of the ordinance, and some things that we might want to tweak, are before us. She is clear there has been an increase in criminal activity in this area. She sympathizes with the residents, and she cannot imagine what it would feel like to have her home there. Since this is such an extraordinary measure. She will not say it is irrevocable because theoretically you could come back in 3 years, but in reality, with the way businesses work, we would be shuttering a business forever. It seems like there is an opportunity where we could bring people together and see if there is additional action we can take. And, whether off-duty police officers are the magical remedy, she is not sure.

Mr. Livingston moved, seconded by Ms. Myers, that the business would remain suspended through November 30, 2020. During that time, Council will work toward on developing a 6-month probationary period, which the property and community agree to.

Ms. Newton stated, for clarification, the motion is for the business to remain closed until November 30, during which time a probationary plan would be put together for the establishment.

Mr. Livingston stated, the plan would be an up to 6-month conditional probation. If they violate any of the conditions during the 6-month period, their business license will be revoked.

Ms. Newton inquired as to who would be responsible for developing the plan.

Mr. Livingston responded it would be Council, with input from the community.

Mr. Brown stated, he heard earlier, that Council could take any disposition of this issue, they saw fit to address his matter. He knows there is some wording in the ordinance, and he wants to make sure, although it is not limited to revocation, or reinstatement, we have the flexibility to make those decisions to something other than those two things, since the ordinance does not speak to any other status of the license.

Mr. Smith responded the ordinance, for purposes of this appeal, speaks to either upholding the decision, denying the action that has been taken, or Council fashioning any remedy it deems appropriate. To him, that indicates, it was Council's intent, when they passed the ordinance, to not necessarily be bound by one or the other option. In fashioning the remedy, it is important to keep in mind, that if this business is going to operate, it needs to operate legally, with a business license.

Ms. Newton inquired if the November 30<sup>th</sup> date is a hard date, or up to November 30<sup>th</sup>.

Mr. Livingston responded he is okay with up to November 30<sup>th</sup>.

Mr. Livingston restated the motion as follows: the license will remain revoked until November 30<sup>th</sup>. Between now and November 30<sup>th</sup>, we will work out a 6-month conditional probation plan. If the business meets the requirements, during that period time, their license will be re-established.

Ms. Davis stated all business licenses expire on December 31<sup>st</sup>. If the 6-month probation is to take effect on December 1, she would request that we state when the 6-month probation is intended to end. Potentially, we could have the business license for 2021 issued conditionally for 5 months.

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

Opposed: McBride and Walker

Not Present: Dickerson and Kennedy

The vote was in favor.

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

In Favor: McBride

Opposed: Malinowski, Livingston, Terracio, Manning, Myers and Newton

Not Present: Dickerson, Kennedy and Walker

The motion for reconsideration failed.

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



## Richland County Council

REGULAR SESSION  
October 20, 2020 – 6:00 PM  
Via Zoom Meeting

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

**OTHERS PRESENT:** Michelle Onley, Angela Weathersby, Leonardo Brown, John Thompson, Dale Welch, Kyle Holsclaw, Clayton Voignier, Jeff Ruble, Jennifer Wladischkin, Dwight Hanna, Michael Maloney, Stacey Hamm, Judy Carter, Brad Farrar, Bill Davis, Michael Niermeier, Ronaldo Myers, Geo Price, Tamar Black, Tyler Kirk, Art Braswell, Hayden Davis, Tariq Hussain, Randy Pruitt, Brittney Hoyle-Terry, Sandra Haynes, 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 Chakisse Newton
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Chakisse Newton
4. **PRESENTATION OF RESOLUTION**

- a. A Resolution in support of F-35 Joint Strike Fighter Basing at McEntire Joint National Guard Base [NEWTON] – Ms. Newton read the resolution into the record.

Colonel Akshai Gandhi expressed his appreciation to Council for adopting the resolution in support of the F-35 Program.

5. **PRESENTATION**
  - a. Historic Columbia- Renaming of Woodrow Wilson House – Ms. Dawn Mills Campbell, Richland County liaison to Historic Columbia, stated the Historic Columbia Board is requesting to change the name of the Woodrow Wilson Family Home to the Museum of the Reconstruction Era at the Woodrow Wilson Family Home. She noted this change was strongly supported by the late Councilman Calvin “Chip” Jackson.

The Councilmembers expressed their support of this proposed change, and thanked Historic Columbia for all their endeavors to bring recognition to the Reconstruction Era.

6. **APPROVAL OF THE MINUTES**
  - a. Regular Session: October 6, 2020 – Ms. Terracio requested that the time Council came out of Executive Session be added to the minutes.

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



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

The vote in favor was unanimous.

7. **ADOPTION OF THE AGENDA** – Ms. Onley requested Districts 2 and 3 Hospitality Tax allocations be added to the agenda, as the ROAs were received after the agenda had been printed.

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

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

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Coggins vs. Richland County (pending litigation) – Receipt of legal advice and plan of action in response in recent Court Order
- b. Potential resolution/settlement of contractual/personnel matter involving former Administrator Gerald Seals

Ms. Dickerson inquired if it was necessary to go into Executive Session regarding these items.

Ms. Myers stated she agrees with Ms. Dickerson. She believes it is time for matters that have been shielded from the public, have been allowed to create their own life and take on misinformation ought to be on the public record.

Mr. Smith responded these matters are matters wherein the receipt of legal advice is privileged and confidential information. He stated they are not in the position to give Council legal advice in an open session, unless Council wants to waive their privilege. They operate under the Rules of Professional Responsibility, which requires them to do things in a certain way, and to properly advise our clients regarding how that needs to be done.

Mr. Manning moved, seconded by Ms. McBride, to go into Executive Session to receive information that is appropriate for Executive Session.

Mr. Livingston stated, for clarification, this is under the guidance of the things he mentioned earlier, but only what is required to be in Executive Session.

Mr. Manning stated the reason he made the motion the way he did is because he has been voting against Executive Session for almost 12 years, and calling into question many of the things that we go in for. However, when it is appropriate he is in favor of it. If we go into Executive Session, and the first thing we hear is, "There was a court hearing held on this matter, on such and such a date" that does not qualify for Executive Session.

Ms. Myers requested that the record reflect that she is happy to waive any privilege associated with the discussion of this matter. She believes Executive Session and discussions of this matter have been used to shield the truth of what is actually going on with this matter.

Ms. Newton stated, from her perspective, a lot of the problems has come from the lack of transparency with the public, which is why she feels this should be a conversation held in open session.

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

Opposed: Terracio, Walker, Myers and Newton

The vote was in favor.

***Council went into Executive Session at approximately 6:38 PM and came out at approximately 8:01 PM***

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

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

Not Present: Kennedy

The vote in favor was unanimous.

- a. Coggins vs. Richland County (pending litigation) – Receipt of legal advice and plan of action in response in recent Court Order – Mr. Mr. Walker moved, seconded by Ms. Terracio, to instruct legal counsel to file the Motion for Reconsideration, as recommended in Executive Session.

Ms. Dickerson stated she is not supporting any motions regarding this matter. She has not been pleased with the results. It happened during her tenure as Chair, and it was the worst year of her life. She believes Mr. Seals should have had a public hearing, and we would not be back here.

Mr. Walker stated, for clarification, he completely understands what Ms. Dickerson is saying, and agrees wholeheartedly. He is attempting to bifurcate the issue. We need to give our legal team guidance on how to pursue the Coggins lawsuit. Therefore, this motion is to simply instruct them to keep the process moving, as far as the litigation is concerned. He expects there will be a 2<sup>nd</sup> motion on how to address the particular issues discussed with Mr. Seals, and the settlement thereof, which is where that particular concern would be more germane.

Ms. Dickerson requested the motion be restated, so Council is clear on what they are voting on.

Mr. Walker stated, he moves that we instruct our legal team, as it pertains specifically to the litigation in the Coggins lawsuit, to file the appropriate motion for reconsideration, which would naturally come at this point and juncture in this lawsuit.

Mr. Malinowski inquired about the potential end results if we file the Motion for Reconsideration.

Mr. Smith responded the Court could either agree to modify/change its Order, and give us some relief, as it relates to any requests we make in the motion, or the Court could deny the Motion for Reconsideration.

Mr. Malinowski stated he does not understand what the County would get, if the judge reconsiders the Order.

Mr. Smith responded, basically, we would be requesting the judge to consider a less drastic result.

Mr. Malinowski inquired if the motion on the table pertains to Item 8(a) or Items 8(a) and (b).

Mr. Walker responded the intent of his motion is to address Item 8(a), such that a 2<sup>nd</sup> motion could be made, as it pertains to Item 8(b).

In Favor: Livingston, Terracio, Walker and Newton

Abstain: Malinowski, Dickerson and Myers

Not Present: McBride and Kennedy

The vote was in favor.

b. Potential resolution/settlement of contractual/personnel matter involving former Administrator Gerald Seals

Mr. Walker moved to defer the continued negotiations associated with Item 8(b) to the first regularly scheduled Council meeting of 2021, with the guidance for our legal counsel to communicate to Mr. Seals' legal counsel that we fully intend to cooperate and reach an amicable solution to this issue.

The motion died for lack of a second.

Mr. Malinowski inquired as to what happens with Item 8(b), since we only voted on Item 8(a). How will it be resolved?

Mr. Smith responded, at this point, unless Council directs Legal to communicate with the other party, there would be nothing that we communicate. If Council is not ready to address this matter, then you could defer it to another meeting.

Mr. Malinowski inquired, if you have nothing to communicate, then what happens with the issue.

Mr. Smith responded, if Council fails to act on the matter, then there is nothing that Legal can do.

Ms. Dickerson inquired if Item 8(b) will be predicated on the response we receive, as it relates to the Motion for Reconsideration.

Mr. Smith responded the motion that was, and approved, did not tie the two together, or predicate, what happens with that motion. The motion was for us to go forward with a reconsideration.

Ms. Newton stated we had a conversation in Executive Session where we were wanting a broader explanation of the situation, which is not privileged information to be given to the public.

Mr. Livingston moved, seconded by Ms. Dickerson, to authorize counsel to enter discussions with Mr. Seals, and his attorney, and bring back the results of that discussion to the next Council meeting.

Mr. Malinowski inquired as to what we are authorizing counsel to discuss with Mr. Seals and his counsel. Are we simply going to inquire as to what they want? In addition, he does not believe Ms. Newton's request for the public to be provided information on this matter has been dealt with.

In Favor: Dickerson, Livingston, and Manning

Opposed: Malinowski, Terracio, Walker, Myers and Newton

Not Present: McBride and Kennedy

The motion failed.

Mr. Smith stated the purpose of the Executive Session was for the attorneys to give legal advice to Council, as it relates to a court order, which was issued by Judge Newman, in the case of Coggins vs. Richland County, and to explain the legal ramifications of the Order. The Order invalidated a settlement agreement, which had been reached between Richland County and the former County Administrator. We also talked about some possible paths forward, both legally, as it relates to the Order, as well as potentially a resolution of the matter related to Mr. Seals. He further stated, the Order, basically, indicated there were some infractions on behalf of the County regarding adherence to FOIA, which led to the invalidation of the action taken by Council in 2018. The Order, however, did not say the Court found any issue related to the amount agreed upon.

Ms. Newton moved, seconded by Ms. Dickerson, to authorize the attorney to enter into, and continue conversations with Gerald Seals' and his counsel; to defer action on this item until the next regularly scheduled Council meeting (November 17<sup>th</sup>) at which point Council can come prepared to make additional recommendations.

Mr. Malinowski inquired about the difference between this motion and Mr. Livingston's motion that failed.

Ms. Newton responded her motion would put the onus on how to move forward on Council, but would still allow an open channel of communication, if there is information that is needed.

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

Opposed: Malinowski and Myers

Not Present: Kennedy

The vote was in favor.

Ms. Myers noted, for the record, the public should understand this Coggins lawsuit was spurred by false statements by people on this Council. There were people on Council that convinced people in the public, including Coggins, that her vote to support a settlement, for our former Administrator, who was subjected to discrimination, harassment, public ridicule, belittlement, derision, and called a jackass in a 45-minute diatribe, where a Councilmember was screaming at him at the top of his lungs on the 4<sup>th</sup> Floor of the Administration Building...Having heard all of those things, her colleagues, when she supported Gerald Seals, when he was fired in a late night, surprise ambush vote, did what men often do to women, they went out and said, "Surely she's either his lawyer, and getting money out of it, or she must be somehow romantically connected to him." Both are lies. She wants it to be clear that those lies and smears were put forward by men on Richland County

Council. There will come a day, for those that did that, you have women in your lives that will reap the whirlwinds from these vile and vicious lies you have persisted in keeping up. You will regret these actions, and shame on each of you for propounding these lies and covering up the fact that we had our senior most employee treated poorly, and therefore, received a settlement.

Mr. Livingston ruled Ms. Myers out of order.

9. **CITIZENS' INPUT**

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

10. **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.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Coronavirus Update – Mr. Brown stated in the agenda packet, on pp. 27-36, he included information regarding this matter. He noted, over the last few weeks, the percent positive has remained around the 10.9% - 11% range. There are additional mask giveaways scheduled for this month and into next month. Additionally, there has been a public health concern about a “twindemic”, meaning the conversion of potential flu and COVID-19. As a result, DHEC and PRISMA have communicated they are giving free flu shots in Richland County throughout October. There are dates and times posted in the agenda packet on p. 27.
- b. Letter to Richland School District I – Mr. Brown stated the County submitted a letter to Richland One School District addressing some concerns about funding the County requested. He has met with the Superintendent and they will be taking the letter to the School Board for consideration.

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

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

14. **OPEN/CLOSE PUBLIC HEARINGS**

- 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 – No comments were received.
- 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 – No comments were received.

- 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 – No comments were received.
- 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 – No comments were received.

15. **APPROVAL OF CONSENT ITEMS**

- a. 20-019MA, W. P. Sligh, RU to NC (2.51 Acres), 1006 Guise Road, TMS # R01511-05-10 (Portion) [THIRD READING]
- b. 20-023MA, Bill Dixon, RU to RS-MD (99.6 Acres), S/E Rabon Road, TMS # R17112-01-01 (Portion) [THIRD READING]
- c. 20-024MA, Bill Dixon, RU to RM-MD (23.6 Acres), S/E Rabon Road, TMS # R17112-01-01 (Portion) and R17115-01-01 [THIRD READING]
- d. 20-025MA, Anil R. Parag, PDD to Amended PDD (1.076 Acres), 301 Rice Meadow Way, TMS # R20305-01 [THIRD READING]

Ms. Terracio 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.

16. **THIRD 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 payment of the bonds; and other related matters – Ms. Terracio moved, seconded by Ms. Dickerson, to approve this item.

Ms. Newton stated, it is her understanding, there are different types of items in the Capital Improvement packet. There are items that are being approved, as is. There are items where a fund was provided for departments to utilize, with the approval of the Administrator. Then, there are other items that are going to come back to Council for approval.

Mr. Brown responded there are two (2) particular areas. One is operational services, and the other is magistrate offices. In those two (2) areas, where there are multiple facilities to be considered, we are going to bring those areas back to Council for priority discussions. Based on the priorities selected, will determine how the funds will be spent. Many of the other items in the Capital Improvement Plan have a line item, and those are specific items that Council is approving.

Ms. Terracio stated she was told there was a planned improvement at the Detention Center around the drain in the kitchen. She inquired if that is a part of the shower upgrade, or is it planned at a later date.

Mr. Myers responded the kitchen drain was an emergency repair, and was addressed immediately.

Ms. McBride noted in the Capital Improvement Plan there is approximately \$4M in improvements listed for the DSS facility. She inquired as to why we are putting these funds into a facility that needs to be replaced.

Mr. Brown responded, for those items under operational services, there was a request for all of these items. What is before Council, is not an approved list of items that will be done. Council is being requested to approve the pot of funding. Then, Council will decide which items will be worked on.

Mr. Malinowski inquired what the "security upgrade project" is for.

Mr. Brown responded the "security upgrade project" is related to the 2020 Hampton Street building. As an example, earlier this year we had some vandalism occur because of some equipment that we thought was operational, but we determine was not.

Mr. Malinowski inquired about the \$1.8M in funding for the Township parking lot.

Mr. Brown stated that specific project, and all of items listed under "Operational Services", will not be done unless we identify these are the projects we are going to do in those areas. Council is not being asked to approve \$17M for operational services tonight.

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

Opposed: Malinowski, Walker and Myers

Not Present: McBride and 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 – Mr. Malinowski 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.

- 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 – Mr. Walker moved, seconded by Mr. Livingston, to approve this item.

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

Opposed: Malinowski

Not Present: McBride and Kennedy

The vote was in favor.

- 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 camera in the Richland County Sheriff's Department General Fund Budget and to amend the Victim's Assistance Budget – Ms. Newton moved, seconded by Mr. Walker, to approve this item.

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

Opposed: Malinowski

Not Present: McBride and Kennedy

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. Terracio, to reconsider Items 16(a) – 16(d).

In Favor: Malinowski

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

Not Present: Kennedy

The motion for reconsideration failed.

17. **SECOND READING ITEMS**

- a. An Ordinance authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway – Ms. Terracio moved, seconded by Ms. Newton, to approve this item.

Mr. Malinowski stated, at the October 6<sup>th</sup> Council meeting, the TMS # was listed as 07208-03-01/02, so there is a difference in the TMS #s. Also, there was a petition for annexation with maps attached, which is not included in tonight's agenda packet.

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

Opposed: Malinowski

Not Present: Kennedy and Myers



The vote was in favor.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters – Mr. Walker moved, seconded by Ms. McBride, to approve this item.

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

Not Present: Kennedy and Myers

The vote in favor was unanimous.

- c. For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto – Mr. Walker moved, seconded by Ms. McBride, to approve this item.

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

Opposed: Myers

Not Present: Kennedy

The vote was in favor.

18. **OTHER ITEMS**

- a. Ordinance extending Ordinance 26-20HR, an emergency ordinance requiring the wearing of face masks to help alleviate the spread of COVID-19 – Ms. McBride moved, seconded by Ms. Myers, to extend the emergency ordinance for an additional 61 days.

Mr. Malinowski noted there was not a copy of the ordinance in the agenda packet.

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

Opposed: Malinowski and Walker

Not Present: Kennedy

The vote was in favor.

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

In Favor: Malinowski and Walker

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

The motion for reconsideration failed.

- b. Extension of Grantee Expenditure of COVID-19 Pandemic Relief Grant Funds – Mr. Brown stated, during the July 28<sup>th</sup> Special Called meeting, there was a discussion about giving grantees an opportunity to submit their paperwork, so they could receive the funds the County set aside with its pandemic relief program. Staff requested an extension, and noted that if necessary staff would request an additional extension if individuals were not able to submitted their paperwork. There are still individuals who qualified for the award, but have not been able to submit all of their documentation; therefore, staff is requesting to extend the deadline to the end of December.

Ms. McBride stated, for clarification, some of the applicants have not received their funds; therefore, constituents have not received the funds.

Mr. Brown responded in the affirmative.

Ms. McBride stated she hopes staff has taken note of the problems we encountered in the process, so we can correct them in the future.

Mr. Brown responded Mr. Hayes, and his team, have taken note of issues that was communicated to them from constituents, applicants and Council members.

Ms. McBride inquired if the County has applied for any additional Federal funding.

Mr. Brown responded the County has applied for Federal funds. We have not received any additional funds, at this time.

Ms. McBride moved, seconded by Ms. Newton, 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.

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

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

Not Present: Kennedy

The motion for reconsideration failed.

- c. FY20 – District 2 Hospitality Tax Allocations  
d. FY20 – District 8 Hospitality Tax Allocations  
e. FY20 – District 4 Hospitality Tax Allocations  
f. FY20 – District 3 Hospitality Tax Allocations  
g. FY20 – District 10 Hospitality Tax Allocations

Ms. Newton moved, seconded by Ms. Dickerson, to approve Items 18(c) – 18(g).

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

Opposed: Walker

Not Present: Kennedy

The vote was in favor.

Ms. Dickerson moved, seconded by Ms. McBride, to reconsider Items 18(c) – 18(g).

In Favor: Walker

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

Not Present: Kennedy

The motion for reconsideration failed.

19. **EXECUTIVE SESSION** – No Executive Session items.

20. **MOTION PERIOD**

- a. I move that all County Employees presenting to County Council during an official Council meeting (Regular, Special Called, Public Zoning Hearing or Standing Committee) held on ZOOM have a live camera running during their actual verbal input [MANNING] – This item was referred to the Rules & Appointments Committee.
- b. Direct the Rules Committee to determine which Richland County Boards, Committees and Commissions should have as a qualification that the person applying must reside in the unincorporated area of Richland County only. There are some of these positions where other municipalities appoint individuals and if a person applying for one of those positions resides in that municipality then they should make application through them [MALINOWSKI] – This item was referred to the Rules & Appointments Committee.
- c. I move that Richland County build a new County Courthouse [MANNING] – This item was referred to the Richland Renaissance Ad Hoc Committee.
- d. I move that Richland County provide a minimally adequate facility for the Richland County DSS [MANNING] – This item was referred to the Richland Renaissance Ad Hoc Committee.
- e. I move that Richland County provide a suitable facility for the Emergency Call Center [MANNING] – This item was referred to the Richland Renaissance Ad Hoc Committee.
- f. I move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junk yard property bought years ago for that purpose at the corner of Two Notch Road and Cushman Drive [MANNING] – This item was referred to the Development and Services Committee.
- g. I move that if matters such as Clerk to Council Search or Compensation for Interim Clerk of Council are to be a part of the Employee Evaluation Oversight Ad Hoc Committee that the name of the Ad Hoc Committee be changed to better reflect what would fall under the purview of its function, responsibility, and/or purpose [MANNING] – This item was referred to the Rules & Appointments Committee.

Regular Session  
October 20, 2020

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- h. I move that Richland County discontinue its practice of demolishing private property in unincorporated areas of the County (where that property is not located on public roads) without the property owners' consent and opportunity to be heard by RCC. I further move that any and all such involuntary demolitions be conducted at County expense and not at the property owners' expense. [MYERS] – This item was referred to the Development and Services Committee.

21. **ADJOURNMENT** – The meeting adjourned at approximately 9:30 PM.



## Richland County Council

ZONING PUBLIC HEARING  
October 27, 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, Brad Farrar, Sandra Haynes 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** – There were no additions/deletions to the agenda.
- IV. **ADOPTION OF THE AGENDA** – Ms. Dickerson moved, seconded by Ms. McBride, to adopt the agenda as published.

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

Not Present: Walker, Kennedy and Newton

The vote in favor was unanimous.

V. **MAP AMENDMENTS**

1. 20-012MA  
Anna Fonseca  
GC/M1 to RM-HD (14.31 Acres)  
Fontaine Center Drive  
TMS # R14201-05-02 (p) & R14201-05-07 & R14201-05-08 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Ms. Anna Fonseca submitted comments in favor of the re-zoning request.

The floor to the public hearing was closed.

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

Ms. Myers noted the issue of disbursing of affordable housing throughout the County needs to be researched when discussing the proposed zoning code changes.

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

Not Present: Walker, Kennedy and Newton

The vote in favor was unanimous.

2. 20-021MA  
Erica Serbin  
RM-MD to MH (2.34 Acres)  
8534 Old Percival Road  
TMS # R22602-02-07 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Ms. Erica Serbin, submitted comments in favor of the re-zoning request.

The floor to the public hearing was closed.

Ms. Myers moved, seconded by Mr. Malinowski, to approve this item on the condition that it is not deemed to be associated with the mobile home park owner who abandoned another mobile home park in this area.

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

Not Present: Walker, Kennedy and Newton

The vote in favor was unanimous.

3. 20-022MA  
Bryan DeBruin  
RU to RS-E (308.24 Acres)  
Nina Lee Drive, 9216 and 9260 Wilson Blvd.  
TMS # R14600-03-27, 42 and 44 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Richard Jackson, submitted comments in favor of the re-zoning request.

Ms. Alicia Mitchem, Ms. Mary Jane Lever, Mr. Melvin Mckie, Ms. Jerald McKie, Mr. Thomas Perez, Ms. Sharon Perez, Ms. Cynthia Forrest and Residents of Lake Elizabeth Estates.

The floor to the public hearing was closed.

Mr. Malinowski inquired about the number of homes that would be permitted to be built.

Mr. Price responded they would currently be able to build 406 homes. They could apply for a "Green Code" provision, which would allow them to reduce the lot sizes, and potentially allow them to build approximately 134 additional homes.

Mr. Malinowski inquired if there is anything that can be done to guarantee the neighborhoods will not be utilized as a pass through.

Mr. Price responded, at this point, we are here to rezone the property, so there is nothing that would require them to abide by that.

Mr. Malinowski noted there will potentially be 800 homes, and we are not aware of what sewer service will be provided.

Mr. Price stated, during the submittal of the site plans, they will have to provide to staff where the utility services will come from.

Mr. Malinowski inquired if they will be able to use the floodplain and wetlands as a part of their "green space".

Mr. Price responded in the affirmative.

Mr. Manning moved, seconded by Ms. McBride, to deny the re-zoning request.

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

Opposed: Walker

Not Present: Dickerson, Kennedy and Newton

The vote was in favor.

4. 20-027MA  
Robert F. Fuller  
RU to RC (3.05 Acres)  
302 Connie Wright Road  
TMS # R04200-06-65 [FIRST READING]

Mr. Malinowski moved, seconded by Ms. McBride, to accept the applicant's withdrawal.

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

Not Present: Kennedy

The vote in favor was unanimous.

5. 20-028MA  
Jake Nidiffer  
RU to HI (19.57 Acres)  
3771 McCords Ferry Road  
TMS # 39100-02-44 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No comments were read into the record.

The floor to the public hearing was closed.

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

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

Not Present: Kennedy

The vote in favor was unanimous.

6. 20-029MA  
Dave R. Brock  
M-1/RM-MD to LI (2 Acres)  
1804 Shop Road  
TMS # 13604-01-01 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. David Brock, submitted comments in favor of this item.

The floor to the public hearing was closed.

Ms. Myers moved, seconded by Ms. McBride, to approve this item.

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

Not Present: Kenney

The vote in favor was unanimous.

7. 20-030MA  
David W. Toner  
GC to LI (2.25 Acres)  
8805 Two Notch Road  
TMS # 19902-04-12 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

The applicant, Mr. Jake Toner, submitted comments in favor of this item.

The floor to the public hearing was closed.

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

Mr. Walker made a substitute motion, seconded by Mr. Manning, to approve this item.

In Favor: Walker and Manning

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

Not Present: Dickerson and Kennedy

The substitute motion failed.

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

Opposed: Walker

Not Present: Dickerson and Kennedy

The vote was in favor of denying the re-zoning request.

- VI. **OTHER BUSINESS** – There was no other business.



VII. **ADJOURNMENT** - The meeting adjourned at approximately 8:00 PM.

# 2021 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
<b>JANUARY:</b>	
5	SWEARING-IN CEREMONY – 6:00 PM
28-29	COUNCIL RETREAT
<b>FEBRUARY:</b>	
9	SPECIAL CALLED – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
<b>MARCH:</b>	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
<b>APRIL:</b>	
6	REGULAR SESSION – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
<b>MAY:</b>	
4	REGULAR SESSION – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM
<b>JUNE:</b>	
8	SPECIAL CALLED – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM

<b>JULY:</b>	
13	SPECIAL CALLED – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
	ZONING PUBLIC HEARING – 7:00 PM
<b>AUGUST 31</b>	SPECIAL CALLED – 6:00 PM
<b>SEPTEMBER:</b>	
14	SPECIAL CALLED – 6:00 PM
21	REGULAR SESSION – 6:00 PM
28	COMMITTEES – 5:00 PM
28	ZONING PUBLIC HEARING – 7:00 PM
<b>OCTOBER:</b>	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
<b>NOVEMBER:</b>	
9	SPECIAL CALLED – 6:00 PM
16	REGULAR SESSION – 6:00 PM
18	COMMITTEES – 5:00 PM
18	ZONING PUBLIC HEARING – 7:00 PM
<b>DECEMBER:</b>	
7	REGULAR SESSION – 6:00 PM
14	SPECIAL CALLED – 6:00 PM
16	COMMITTEES – 5:00 PM
16	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Please contact the Planning Department at (803) 576-2190 or [planningcommission@rcgov.us](mailto:planningcommission@rcgov.us) for further information.

Visit our Website at [www.richlandcountysc.gov](http://www.richlandcountysc.gov) for updated information.

For more information, please contact the Clerk of Council’s Office at (803) 576-2060.

# Richland County Council Request for Action

**Subject:**

20-021MA  
Erica Serbin  
RM-MD to MH (2.34 Acres)  
8534 Old Percival Road  
TMS # R22602-02-07

**Notes:**

First Reading: October 27, 2020  
Second Reading: November 10, 2020 {Tentative}  
Third Reading: November 17, 2020 {Tentative}  
Public Hearing: October 27, 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 # 22602-02-07 FROM RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD) TO MANUFACTURED HOME RESIDENTIAL DISTRICT (MH); 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 # 22602-02-07 from Residential Multi-Family Medium Density District (RM-MD) to Manufactured Home Residential District (MH).

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:       October 27, 2020  
First Reading:       October 27, 2020  
Second Reading:     November 10, 2020  
Third Reading:       November 17, 2020

# Richland County Council Request for Action

**Subject:**

20-029MA  
Dave R. Brock  
M-1/RM-MD to LI (2 Acres)  
1804 Shop Road  
TMS # 13604-01-01

**Notes:**

First Reading: October 27, 2020  
Second Reading: November 10, 2020 {Tentative}  
Third Reading: November 17, 2020 {Tentative}  
Public Hearing: October 27, 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 # 13604-01-01 FROM LIGHT INDUSTRIAL (M-1) AND RESIDENTIAL MULTI-FAMILY MEDIUM DENSITY DISTRICT (RM-MD) TO LIGHT INDUSTRIAL DISTRICT (LI); 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 # 13604-01-01 from Light Industrial (M-1) and Residential Multi-Family Medium Density District (RM-MD) to Light Industrial District (LI).

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:       October 27, 2020  
First Reading:       October 27, 2020  
Second Reading:     November 10, 2020  
Third Reading:       November 17, 2020

## Richland County Council Request for Action

**Subject:**

Road Closure Petition - Sloan Street

**Notes:**

October 27, 2020 – The D&S Committee forwarded this item to Council with a recommendation to consent to the petition.





**Agenda Briefing**

**Prepared by:** Brad Farrar

**Department:** Legal

**Date Prepared:** September 11, 2020

**Meeting Date:** October 27, 2020

<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 14, 2020
<b>Approved for Consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Development & Services		
<b>Subject:</b>	Road Closing Petition (Sloan Street)		

**Recommended Action:**

Staff recommends that Council review the Petition and determine whether or not to consent to the Petition to close the subject roadway or direct the Legal Department to contest the Petition if there is any objection to its closure.

**Motion Requested:**

1. Move to consent to the Petition; or
2. Move to object to the Petition and oppose the requested road closing.

**Request for Council Reconsideration:** No.

**Fiscal Impact:**

There is no associated fiscal impact.

**Motion of Origin:**

There is no Council motion of origin. The matter comes before Council due to the court filing naming Richland County as a Respondent.

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

**Discussion:**

Richland County is a named Respondent in the attached Petition to Close Public Road (Sloan Street). Upon information and belief, Sloan Street is within the City of Columbia and is not maintained by Richland County.

Richland County Code of Ordinances (Roads, Highways and Bridges) subsection 21-14(a) requires the County Attorney to consult with and obtain approval from Planning, Public Works and Emergency Services prior to making a recommendation for disposition of a road closing petition:

“Sec. 21-14. Abandonment of public roads and right-of-ways.

(a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.”

The Staff review required by 21-14(a) has been completed, and there is no staff objection to the request set forth in the Petition.

**Attachment:**

1. Close Petition to Public Road (Sloan Street)

20-LT-0155

**D'ALBERTO & GRAHAM**

ATTORNEYS & ADVISORS

508 MEETING STREET  
WEST COLUMBIA, SC  
803.764.3919

Attachment 1

RECEIVED

2020 SEP -3 PM 12:48

RICHLAND COUNTY  
ADMINISTRATOR'S OFFICE  
September 1, 2020

RECEIVED

FROM THE  
ADMINISTRATOR'S OFFICE

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED RESTRICTED DELIVERY

Richland County  
Administrator  
c/o Leonardo Brown  
2020 Hampton Street  
Suite 4069  
Columbia, SC 29204

City of Columbia  
c/o Erika D. Moore  
Hammond, City Clerk  
1737 Main Street  
Columbia, SC 29201

South Carolina Department  
of Transportation  
c/o Linda McDonald  
955 Park Street  
Columbia, SC 29201

Re: CDG Rosewood LLC v. Rosewood Baptist Church, et al.  
C/A: 2020-CP-40-01833

Dear Sir or Madam:

Enclosed and hereby served upon you please find a copy of the Summons, Petition to Close Sloan Street, and exhibits that were filed with the Richland County Court of Common Pleas.

We would like to file a Consent Order with the Court showing that all Defendants do not object to the Closure Plan. We are getting affidavits executed by the adjoining property owners to attach to the proposed consent order stating they do not object to the Closure Plan. Please give me a call to discuss. Thank you.

Sincerely,

Ryan J. Patane  
Attorney at Law

RECEIVED  
2020 SEP -3 PM 1:03  
RICHLAND COUNTY  
ATTORNEY OFFICE

RJP:rjp  
Enclosures

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT  
C/A NUMBER: 2020-CP-40-\_\_\_\_\_

CDG Rosewood LLC, a South Carolina  
limited liability company,  
Petitioner,  
vs.

Rosewood Baptist Church, Andrea  
Cornelius, Tanisha Dawkins, Linda  
Michelle Jordan, William Eric Jordan,  
Joanne K Thompson, Thomas S.  
McManus, Krystal Marie, Daniel T  
Silvester, T Kristen Mackey, Wendell W  
Whittington, Jr., Kristopher Brooks  
Thompson, Adam Schor, Leah Doberne-  
Schor, SFR3 002 LLC, City of Columbia,  
Richland County, and South Carolina  
Department of Transportation,

Respondents.

**SUMMONS**

**TO THE ABOVE-NAMED DEFENDANTS:**

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

*{signature page immediately following}*

Respectfully Submitted,

**D'ALBERTO & GRAHAM, LLC**

s/Ryan J. Patane

Daniel R. D'Alberto, SC Bar # 73607

dan.dalberto@dalbertograham.com

Ryan J. Patane, SC Bar # 103116

ryan.patane@dalbertograham.com

508 Meeting Street

West Columbia, SC 29169

Post Office Box 433

Columbia, South Carolina 29202

Phone: 803.764.3919

***Attorneys for Petitioner***

Columbia, South Carolina  
August 27, 2020

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT  
C/A NUMBER: 2020-CP-40-\_\_\_\_\_

CDG Rosewood LLC, a South Carolina  
limited liability company,  
  
Petitioner,  
  
vs.

Rosewood Baptist Church, Andrea  
Cornelius, Tanisha Dawkins, Linda  
Michelle Jordan, William Eric Jordan,  
Joanne K Thompson, Thomas S.  
McManus, Krystal Marie, Daniel T  
Silvester, T Kristen Mackey, Wendell W  
Whittington, Jr., Kristopher Brooks  
Thompson, Adam Schor, Leah Doberne-  
Schor, SFR3 002 LLC, City of Columbia,  
Richland County, and South Carolina  
Department of Transportation,

Respondents.

**PETITION TO CLOSE PUBLIC ROAD  
(SLOAN STREET)**

Petitioner would respectfully show unto this Court that:

1. Petitioner CDG Rosewood LLC is a South Carolina limited liability company whose residence was and is at all times mentioned herein in the State of South Carolina and is therefore subject to the jurisdiction of this Court. Petitioner brings this action pursuant to S.C. Code Ann. § 57-9-10, *et seq.*

2. Petitioner CDG Rosewood LLC owns real property abutting Sloan Street and is more fully described in that certain deed recorded on January 22, 2020, in Deed Book 2463 at page 2517, TMS #11314-09-09.

3. Respondent Rosewood Baptist Church is a domestic nonprofit entity incorporated in the state of South Carolina who owns real property abutting Sloan Street and is more fully

described in that certain deed recorded on September 26, 1967, in Deed Book D-85 at page 295, TMS #11314-08-08.

4. Upon information and belief, Respondent Andrea Cornelius is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot A, as more fully described in that certain deed recorded on July 24, 2020, in Deed Book 2511 at page 3992, TMS # R11314-09-08.

5. Upon information and belief, Respondent Tanisha Dawkins is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot A, as more fully described in that certain deed recorded on July 24, 2020, in Deed Book 2511 at page 3992, TMS # R11314-09-08.

6. Upon information and belief, Respondent Linda Michelle Jordan is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot B, as more fully described in that certain deed recorded on March 31, 2020, in Deed Book 2480 at page 3416, TMS # R11314-09-07.

7. Upon information and belief, Respondent William Eric Jordan is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot B, as more fully described in that certain deed recorded on March 31, 2020, in Deed Book 2480 at page 3416, TMS # R11314-09-07.

8. Upon information and belief, Respondent Joanne K Thompson is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lot 38, 39 & PT 37,40 BLK 7, as more fully described in that certain deed recorded on September 24, 1997, in Deed Book D1408 at page 906 along with the deed recorded on December 17, 2007 in Deed Book 1384 at page 2246, TMS # R11314-09-06.

9. Upon information and belief, Respondent Thomas S. McManus is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 35,36 & PT LT 37, as more fully described in that certain deed recorded on January 19, 2012, in Deed Book 1734 at page 3196, TMS # R11314-09-05.

10. Upon information and belief, Respondent Krystal Marie is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 35,36 & PT LT 37, as more fully described in that certain deed recorded on January 19, 2012, in Deed Book 1734 at page 3196, TMS # R11314-09-05.

11. Upon information and belief, Respondent Daniel T. Silvester is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Parcel B, as more fully described in that certain deed recorded on December 11, 2018, in Deed Book 2356 at page 907 which was rerecorded on December 13, 2018 in Deed Book 2357 at page 203 to correct a scrivener's error, TMS # R11314-09-18.

12. Upon information and belief, Respondent T Kristen Mackey is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Parcel B, as more fully described in that certain deed recorded on December 11, 2018, in Deed Book 2356 at page 907 which was rerecorded on December 13, 2018 in Deed Book 2357 at page 203 to correct a scrivener's error, TMS # R11314-09-18.

13. Upon information and belief, Respondent Wendell W Whittington, Jr., is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 31,32,33,34 BLK 7, and located on Burney Drive as more fully described in that certain deed recorded in 1983, in Deed Book D644 at page 209, TMS # R11314-09-04.



14. Upon information and belief, Respondent Kristopher Brooks Thompson is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and located on Burney Drive and known as Lots 15,16,17 BLK 8, as more fully described in that certain deed recorded on July 25, 2016, in Deed Book 2132 at page 124, TMS # R11314-08-01.

15. Upon information and belief, Respondent Adam Schor is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 11 thru 14, Block 8, as more fully described in that certain deed recorded on April 30, 2018, in Deed Book 2298 at page 3971, TMS # R11314-08-09.

16. Upon information and belief, Respondent Leah Doberne-Schor is a citizen and resident of Richland County, South Carolina, and owns real property abutting Sloan Street and known as Lots 11 thru 14, Block 8, as more fully described in that certain deed recorded on April 30, 2018, in Deed Book 2298 at page 3971, TMS # R11314-08-09.

17. Upon information and belief, Respondent SFR3 002 LLC is a business authorized to transact business in South Carolina and owns real property abutting Sloan Street as more fully described in that certain deed recorded on January 3, 2019, in Deed Book 2362 at page 2487, TMS # R11314-08-10.

18. Upon information and belief, Respondent City of Columbia is a municipality in the State of South Carolina and is subject to the jurisdiction of this Court.

19. Upon information and belief, Sloan Street is within the City of Columbia.

20. Upon information and belief, Respondent Richland County is a governmental entity established and operating pursuant to state law. Upon information and belief, Sloan Street is within the County of Richland and Richland County Department of Public Works maintains or maintained Sloan Street as part of its road system.

21. Upon information and belief, Respondent South Carolina Department of Transportation is a governmental entity established and operating pursuant to state law. Upon information and belief, Respondent South Carolina Department of Public Transportation maintains or maintained Sloan Street.

22. Respondents are subject to the jurisdiction of this court and the court has subject matter jurisdiction to hear this matter.

23. Sloan Street is located in the county of Richland, north of Rosewood Drive (South Carolina Highway 16), east of S. Harden Street, and west of S. Kilbourne Road (S-95). *See Exhibit 1*, attached and incorporated by reference, which more accurately depicts the location of the portion of Sloan Street to be closed.

24. Petitioner seeks the abandonment and partial closing of Sloan Street, described above, as an interested party under S.C. Code Ann. § 57-9-10. A copy of the proposed closure is attached here as **Exhibit 2** (“Closure Plan”).

25. Petitioner is informed and believes that the general public will in no way be adversely affected by the partial closing of Sloan Street as depicted on the Closure Plan.

26. Pursuant to S.C. Code Ann. § 57-9-10, *et seq.*, Petitioner has caused a notice of intention to file this Petition to be published in The Columbia Star, a newspaper in general circulation published in Richland County, once a week for three (3) consecutive weeks. A copy of the notice is attached here as **Exhibit 3**. In addition, Petitioner has provided notice of its intention to file this Petition to close to all adjoining property owners via return receipt. Petitioner has also posted notice along Sloan Street.

27. Petitioner is informed and believes that upon the partial abandonment and partial closing of Sloan Street, as described above and as set forth in the Closure Plan, the Court should,

pursuant to S.C. Code Ann. § 57-9-20, confirm that Petitioner holds fee simple title to the closed section of Sloan Street abutting its property.

*{intentionally left blank for formatting purposes}*

WHEREFORE, Petitioner prays as follows:

A. That Sloan Street, as more fully described above, be forever legally partially abandoned and partially closed, unencumbered by the rights of the public to use that portion of Sloan Street;

B. That any and all rights the general public may have in and to that portion of Sloan Street be forever barred;

C. That Petitioner holds fee simple title to the closed section of Sloan Street abutting its property;

D. That Petitioner be confirmed to hold any easement rights in and to the land encompassed by Sloan Street, such easement rights not being affected by the partial closing of the road and/or the conveyance of fee simple title to Respondents herein;

E. That Respondents be confirmed to hold fee simple title to any of the respective parcels abutting Sloan Street; and

F. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,

**D'ALBERTO & GRAHAM, LLC**

s/Ryan J. Patane

Daniel R. D'Alberto, SC Bar # 73607

dan.dalberto@dalbertograham.com

Ryan J. Patane, SC Bar # 103116

ryan.patane@dalbertograham.com

508 Meeting Street

West Columbia, SC 29169

Post Office Box 433

Columbia, South Carolina 29202

Phone: 803.764.3919

*Attorneys for Petitioner*

Columbia, South Carolina  
August 27, 2020

**Richland County, SC, Internet Mapping**

**User Options:**  
 Hide Info on Hover  Hide Legend  
**Base Map Type:**  Roadmap  Google  
 Imagery  Hybrid (Combine Above)

**Richland County Layers:**

- Property:
  - Address Labels
  - Parcel Number Labels
  - Road Maintenance Authority
  - Parcels
  - Zoning
  - Subdivisions
  - Tax Districts
  - Garbage/Waste Collection
- Boundaries:
  - County Boundary
  - Neighborhood Improvement Areas
  - Municipalities
  - Zip Codes
- Public Safety:
  - Police Stations
  - Sheriff Regions
- Civic:
  - Voting Locations
  - Voting Precincts
  - Council Districts
  - Magistrate Districts
  - SC Senate Districts
  - SC House Districts
  - US Congressional Districts
- Education:
  - Library Locations
  - Public Schools
  - School Districts
- + Environmental:
  - Elevation:

**Map Legend:**

- Public Pharmacy at Rosewood Shopping...
- Public Super at Rosewood...
- Great Clips Market at Rosewood...
- Security Realty
- Entry Auto Repair
- Rockaway Athletic Club Takeout
- Hookah House
- Flowers Forster - Floral Presentation
- Rosewood Market & Deli - Order Online
- Robertwood Church
- Base 10 Fitness
- Boost Mobile
- Dani's Pizza (Wheat Delivery)
- Swift Water Beards, Gen's & Jewelry Supplies
- BP
- Rosewood Liquor and Wine
- Easy Cleaners

Map data © 2020 Google, Imagery © 2020 Google, Map data © 2020 Google, Points of Interest © 2020 Google



NOTICE OF INTENTION TO FILE A PETITION TO CLOSE A PORTION OF SLOAN STREET IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA TO ALL INTERESTED PARTIES: YOU WILL PLEASE TAKE NOTICE that the undersigned intends to file a Petition in the Court of Common Pleas for Richland County, State of South Carolina, to close a portion of Sloan Street (Road No. S-233) pursuant to S.C. Code Ann. § 57-9-10. The portion of Sloan Street to be closed begins at the intersection of Sloan Street and Rosewood Drive. This portion of Sloan Street is abutted by tracts with Tax Map Numbers 11314-09-09 and 11314-08-08. The portion of Sloan Street to be closed begins at the intersection of Sloan Street and Rosewood Drive (SC-16) running North between Tax Map Numbers R11314-09-09 and R11314-08-08 for approximately two hundred thirty-nine (239) feet until the Southern boundary line of Tax Map Number R11314-09-08. RYAN J. PATANE, ESQUIRE D'ALBERTO & GRAHAM, LLC, Post Office Box 433 COLUMBIA, SC 29202

# THE COLUMBIA STAR

## COLUMBIA, SOUTH CAROLINA

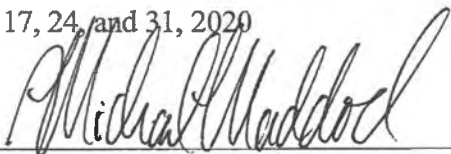
State of South Carolina  
County of Richland

Personally appeared before me,  
**J. MICHAEL MADDOCK,**  
**PUBLISHER OF THE COLUMBIA STAR,**  
who makes oath that the advertisement

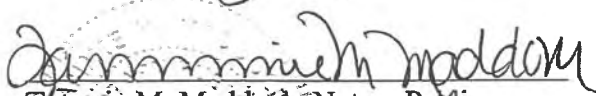
### NOTICE OF INTENTION TO FILE A PETITION TO CLOSE A PORTION OF SLOAN STREET IN THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA


a clipping of which is attached hereto, was printed in **THE COLUMBIA STAR**, a weekly newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issues of

July 17, 24, and 31, 2020

  
\_\_\_\_\_  
J. Michael Maddock, Publisher

Sworn to before me on this  
31<sup>st</sup> day of July, 2020

  
\_\_\_\_\_  
Tammy M. Maddock, Notary Public  
My commission expires June 27, 2026



# Richland County Council Request for Action

**Subject:**

Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed projects for FY21

**Notes:**

October 27, 2020 – The D&S Committee forwarded this item to Council with a recommendation to approve the CTIP, the proposed budgets, and the proposed projects for FY21.





**Agenda Briefing**

<b>Prepared by:</b>	Michael Maloney, PE, Director		
<b>Department:</b>	Department of Public Works (DPW)		
<b>Date Prepared:</b>	October 1, 2020	<b>Meeting Date:</b>	October 27, 2020
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 21, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 13, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee:</b>	Administration & Finance		
<b>Subject:</b>	Comprehensive Transportation Improvement Plan (CTIP) with Capital Improvement Project (CIP) budgets and proposed Projects for FY21		

**Recommended Action:**

Staff recommends that County Council approve the CTIP, the proposed budgets, and the proposed projects for FY21.

**Motion Requested:**

“I move that County Council approve the CTIP, with the existing budget distribution, and the proposed projects for FY21”.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The projects will be funded by the approved Department of Public Works Capital Road Maintenance budget.

Applicable projects that may be funded by the County Transportation Committee (CTC) grant will be removed from the Road Maintenance budget.

The DPW will return to Council to expand the list of projects to match closely with the value funded by CTC. There should be no Fiscal Impact to Richland County’s operating budget.

**Motion of Origin:**

There is no associated Council motion of origin; however, staff was provided direction during the May 04, 2020 work session.

<b>Council Member</b>	
<b>Meeting</b>	Council Work Session: Comprehensive Road Maintenance Program - Subdivision Abandoned Road Relief
<b>Date</b>	May 04, 2020

### **Discussion:**

This is the first draft of a Comprehensive Transportation Improvement Program (CTIP) that was prepared as required by Chapter 21 of the Richland County Ordinances.

The plan integrates the list of projects being performed in FY21 by the Transportation Penny Department with the planned capital projects to be performed in FY21 by the Department of Public Works (DPW).

The DPW will review all road maintenance project plans to fulfill the distribution of projects throughout the Eleven County Districts. We foresee that our smaller capital budget as compared with the Penny will allow for DPW to fill the needs in the roadway pavement replacements and pavement preservation throughout the County. Our goal is to achieve Council District distribution over a five year period.

Following this Council approval, the DPW will request approval of pavement replacement projects by CTC for release of C-funds. Any funding by C-funds will open our budget up to new projects. We plan to return in January for a second round of project(s) to include a sidewalk project recommendation and potentially a recommendation for more pavement replacement or a dirt road paving project.

### **Attachments:**

1. Full CTIP Package



County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Comprehensive Transportation Improvement Program (CTIP)

Updated: August 24, 2020

References: (a) *Richland County Code of Ordinances*, Chapter 21  
(b) Richland County Department of Public Works County Road Maintenance System Management Standard Operating Procedures, June 30, 2020

Enclosures: (1) RDM Maintenance Area road type / mileage breakdown  
(2) County Council District road type / mileage breakdown  
(3) IGA road type / small municipality / mileage breakdown  
(4) Bridges / type / location  
(5) Rail Crossings / type / location  
(6) Traffic / crossing lighted signals  
(7) Sidewalks

Section 1 – Introduction – For the first time in recent history, the Department of Public Works has embarked upon a coordinated effort to account for, document, maintain, and improve The Richland County Road Maintenance System (CRMS). This Fiscal Year 2021 Annual Comprehensive Transportation Improvement Program (CTIP) is the first of its kind and represents a point of departure for improved safety, quality, coordination, accountability, and organizational efficiency. Development of this plan is consistent with Chapter 21 of the *Richland County Code of Ordinances* (Reference (a)). We have also concurrently developed a Standard Operating Procedure (SOP) to guide us in our management of the County Road Maintenance System (Reference (b)) for maximum effect.

The Department of Public Works Staff share my excitement in embarking on this endeavor and in developing and instituting the procedures in order to track our efforts and improve upon our results. Though the challenges are many, we hope to establish a process-based approach that we will be able to build upon over time for the long-term betterment of our vital County transportation infrastructure.

**Michael Maloney, PE**  
Director of Public Works



Section 2 – System Description – The Richland County Road Maintenance System (CRMS) is composed of road and road-related infrastructure that is, by assigned mission, or intergovernmental agreement (IGA), owned, and / or maintained by the Department of Public Works (DPW). Such infrastructure is, in some way, available for public use and represents a variety of levels of development, design, and construction source.

Section 3 – System Data:

<input type="checkbox"/> Road mileage (unpaved – Prescriptive Easement)	161 Miles
<input type="checkbox"/> Road mileage (unpaved – Right-of-Way)	48 Miles
<input type="checkbox"/> Road mileage (paved)	598 Miles
<input type="checkbox"/> Road mileage (paved – incoming ROW in-progress)	15 Miles
<input type="checkbox"/> RDM Maintenance Area breakdown	See Enclosure (1)
<input type="checkbox"/> County Council District breakdown	See Enclosure (2)
<input type="checkbox"/> IGA road mileage (by surface type / by small municipality)	See Enclosure (3)
<input type="checkbox"/> Bridges (by type and location)	See Enclosure (4)
<input type="checkbox"/> Rail Crossings	See Enclosure (5)
<input type="checkbox"/> Traffic and crossing lighted signals	See Enclosure (6)
<input type="checkbox"/> Sidewalk mileage	See Enclosure (7)

## Section 4 – Programs / functions:

### **Department of Public Works**

#### **Roads & Drainage Maintenance (RDM)**

- Citizen Service Request (CSR) response / Corrective maintenance (LOS) – CSRs originate with services requested through the County Ombudsman Staff. Responsibilities include the receiving and responding to requests for service and other related inquiries from County citizens. Typical level of activity is 6,000 CSRs received annually (500 per month). The typical backlog of pending CSRs, which varies by season, weather events, and other factors beyond Departmental control, is usually 100 or fewer.
- Emergency Response (LOS) – Requests of an emergent nature include: buried drainage pipe failure / cave in, downed STOP signs, animal carcasses within CRMS Right-of-Way and easements, potholes, leaning signs, manhole lids missing or askew, excess sand or grit on a paved road, tree hazard and downed tree in road must be assigned immediately, the hazard mitigated as soon as possible, and all work completed within two days.
- Force Account Projects (LOS) – Sometimes roads and drainage infrastructure deficiencies require more than routine maintenance to address. Multiple drainage pipe joint failures, undersized drainage pipes, failed drainage structures, and outdated infrastructure may require a level of engineering analysis and construction effort that exceeds basic levels of maintenance. The County Engineering and Stormwater Management Division Staffs work in close cooperation with the Projects Section of the Roads & Drainage Maintenance Division to design, manage, and construct smaller scale projects that support the CRMS. There is typically a backlog of eight projects of varying sizes and scopes.
- Preventive maintenance (LOS) – Maximize preventive maintenance (PM) of all types based on observations by employees in the field in order to ensure properly maintained infrastructure and reduce the need for CSRs.
- Sign maintenance (LOS) – Installation, maintenance and repair of street name signs throughout the Unincorporated County and IGA municipalities for all public and private roads and streets. Installation, maintenance and repair of directional and warning signs within the CRMS. Because of their vital nature, sign-related requests are always considered high priority.
- Street Sweeping (LOS) – Deploy the Street Sweeper for the removal of grit, sediment, and debris from the CRMS, County paved parking lots, and the Jim Hamilton – LB Owens Airport (CUB) pavement in order to preserve pavement, prevent debris from entering the drainage system, improve appearance, and control FOD. Achieve an employment goal of 40% (780 hours of operation over a 52-week period).

- Vactor Truck services (LOS) – Deploy the two Vactor Trucks in order to ensure that the drainage system, which supports the CRMS and area drainage, is free of blockages and debris. Priority of employment is: 1) Response to CSRs, 2) Preventive Maintenance (PM), and 3) Neighborhood drainage system maintenance as identified by the Stormwater Management Division. Achieve an employment goal of 40% (780 hours of operation per truck over a 52-week period).

### **Engineering (EGR)**

- County Transportation Committee (CTC) – The Department of Public Works acts as the lead agency to coordinate with the County Transportation Committee (CTC). The CTC provides “C” Fund Grants for CRMS transportation projects to include:
  - Resurfacing
  - Sidewalk installation
  - Dirt Road Paving
  - Other Transportation ImprovementsSee the FY-21 through FY-25 Capital Improvement Plan (CIP) in Section 7 for specific projects in progress or planned for future construction. The Richland County Liaison to the CTC is the County Engineer.
- Pavement marking maintenance (LOS) – The Department of Public Works maintains a limited inventory of Pavement Markings throughout the County on some CRMS Paved Roads that meet the criteria for such markings. One Stop Service Requests will be investigated by Engineering Division Staff to evaluate the functionality and standard compliance along with condition and serviceability. Markings in need of installation, repair/replacement will be added to the annual Pavement Marking Maintenance List for repair/replacement by the On-Call Service Contractor. One Stop citizen notification and update shall be per Ombudsman Policy and Procedure. The current annual budget is \$15,000.
- Signal maintenance (LOS) – The Department of Public Works maintains an inventory of Traffic Signals and Flashing School Zone Lights. Both systems are managed by the Engineering Division Staff under the direction and supervision of the County Engineer, and once notified, shall investigate any device issues (Alignment, System Failures, Light Outage and Damage) that may affect Traffic Safety. On-Call Maintenance Contractors shall be available when required to make immediate needed repairs. Renewal of Contracts and Maintenance Budgets are required and must be updated on an as-needed basis. The current annual budget is \$5,000, but we anticipate the need for additional resources to cover additional lights being installed at Forum and Fashion Drive in Northeast Columbia.
- Traffic Calming – The Department of Public Works installs speed humps throughout the County on roads within the CRMS as well as certain SCDOT



maintained public roads. The installation of traffic calming devices shall be considered only when it has been determined by Engineering Division Staff that the roadway meets all criteria and after a petition and supporting documentation has been submitted for review. A Citizen Point of Contact (POC) shall be assigned to represent the neighborhood or subject street. The POC must be willing to serve as a contact person with whom DPW Staff can work throughout the traffic calming devices request process. Upon receiving the request, DPW Staff will perform a review of the subject street to ensure that the street meets all criteria referenced in the Traffic Calming Warrants. The Department performs traffic studies and installs approximately 15 speed humps per year.

- Unpaved Road Dust Suppression (LOS) – The Department of Public Works maintains an inventory of over 209 miles of Unpaved Roads. Application of Calcium Chloride for Dust Suppression on these roads reduces suspended dust particles that affect Traffic Safety and Property. An annual list of Roads is developed and staffed through the Engineering Division and the Roads & Drainage Maintenance Division and are sprayed with one application of Calcium Chloride by a contracted Road Treatment Service. The current annual budget is \$90,000 for approximately 80,000 gallons of application. This will treat approximately 50 miles of unpaved roads (nearly 25% of the unpaved portion of the CRMS).

**Special Services (SS)**

- Roadside Litter Pickup (LOS) – The Special Services Division employs Inmate Labor Work Crews to police public road Rights-of-Way to include the CRMS and SCDOT maintained roads.

**Other County Departments**

**Transportation – Penny Department**

**Dirt Road Paving**

Project 331 – Temporary hold

<u>Road Name</u>	<u>Council District</u>
□ Ashbury Street	07
□ Ollie Daily Road	01
□ Country Place Lane	10
□ Ravenbrook Road	10
□ Dry Branch Way	10
□ Robert McKenzie Road	10
□ Entzminger Road	02
□ Ruckerfella Lane	07
□ Goodwin Way	10

<input type="checkbox"/>	Sandhill Estates Road	10
<input type="checkbox"/>	Grant Road	11
<input type="checkbox"/>	Sassafras Road	07
<input type="checkbox"/>	Jackson Road	10
<input type="checkbox"/>	Smith Myers Road	10
<input type="checkbox"/>	Ken Webber Road	01
<input type="checkbox"/>	Smithcreek Road	10
<input type="checkbox"/>	Lacaya Road	02
<input type="checkbox"/>	South Scott Road	10
<input type="checkbox"/>	Larger Street	07
<input type="checkbox"/>	Spring Creek Road	10
<input type="checkbox"/>	Nathan Ridge Lane	10
<input type="checkbox"/>	Taylor Arch Road	10
<input type="checkbox"/>	Old Palmetto Circle	10
<input type="checkbox"/>	Twin Ponds Road	02
<input type="checkbox"/>	Sara Matthews Road	07

Project 417

<input type="checkbox"/>	Bow String Road	09
<input type="checkbox"/>	Pilgrim Church Road	07
<input type="checkbox"/>	Cornell Adams Run	11
<input type="checkbox"/>	Rosa Dowdy Lane	10
<input type="checkbox"/>	Davis Smith Road	07
<input type="checkbox"/>	Sam Dubard Road	07
<input type="checkbox"/>	Dogwood Shores Lane	11
<input type="checkbox"/>	Sandy Street	09
<input type="checkbox"/>	Faust Street	03
<input type="checkbox"/>	Snow Road	07
<input type="checkbox"/>	Governor Pond Road	07
<input type="checkbox"/>	Stone House Road	01
<input type="checkbox"/>	H L Clarkson Road	10
<input type="checkbox"/>	Tall Oaks Drive	01
<input type="checkbox"/>	High Valley Trail	07
<input type="checkbox"/>	Vallenga Road	09
<input type="checkbox"/>	Lake Dogwood Circle S	11
<input type="checkbox"/>	Wessinger Lane	07
<input type="checkbox"/>	Maggie Hipp Road	02
<input type="checkbox"/>	Wider Road	11
<input type="checkbox"/>	Melton Road	09
<input type="checkbox"/>	Wilson McCoy Road	10

Package “K” – Project 788

<input type="checkbox"/>	Robert James Road	10
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<input type="checkbox"/> Rocky Road	11
<input type="checkbox"/> Barkley Road	11
<input type="checkbox"/> South Drive	10

**Road Resurfacing**

Package “R” – Project 783,

Total 18.2 miles

<input type="checkbox"/> Ashleys Place	11	0.05 mi
<input type="checkbox"/> Averill Lane	1	0.36 mi
<input type="checkbox"/> Bedford Way	11	0.38 mi
<input type="checkbox"/> Belk Court	2	0.19 mi
<input type="checkbox"/> Bent Oak Court	7	0.03 mi
<input type="checkbox"/> Berkeley Forest Court	11	0.04 mi
<input type="checkbox"/> Berkeley Forest Drive	11	0.77 mi
<input type="checkbox"/> Bombing Range Road	9	0.95 mi
<input type="checkbox"/> Briercliff Dr	7	0.77 mi
<input type="checkbox"/> Bucktail Way	1	0.04 mi
<input type="checkbox"/> Candlewood Dr	11	0.54 mi
<input type="checkbox"/> Cardington Dr	11	0.73 mi
<input type="checkbox"/> Carolina Pines Dr	2	1.21 mi
<input type="checkbox"/> Columbia Club Dr E	9	0.90 mi
<input type="checkbox"/> Exton Shore Dr	11	0.47 mi
<input type="checkbox"/> Flowerwood Dr	11	0.18 mi
<input type="checkbox"/> Garner Lane	4	0.36 mi
<input type="checkbox"/> Greys Court	11	0.03 mi
<input type="checkbox"/> Harper Park Rd	2	0.07 mi
<input type="checkbox"/> Jadetree Court	11	0.05 mi
<input type="checkbox"/> Jadetree Dr.	11	0.36 mi
<input type="checkbox"/> Kildare Dr	11	0.06 mi
<input type="checkbox"/> Kip Court	1	0.04 mi
<input type="checkbox"/> Little Hampton Rd	1	0.19 mi
<input type="checkbox"/> Longtown Rd W	7/9	0.86 mi
<input type="checkbox"/> Mountainbrook Dr	11	0.42 mi
<input type="checkbox"/> Muirfield Court W.	9	0.15 mi
<input type="checkbox"/> Northpoint BLVD	2	1.23 mi
<input type="checkbox"/> Oak Knoll Dr.	2	0.40 mi
<input type="checkbox"/> Olde Springs Rd	3	0.53 mi
<input type="checkbox"/> Osbourne Lane	1	0.25 mi
<input type="checkbox"/> Padgett Woods Blvd	11	0.10 mi
<input type="checkbox"/> Pear Tree Cir	11	0.36 mi
<input type="checkbox"/> Prince Charles Ct	11	0.19 mi
<input type="checkbox"/> Radcot Ct	8	0.35 mi
<input type="checkbox"/> Ragsdale Dr	11	0.36 mi
<input type="checkbox"/> Raintree Ct.	11	0.42 mi



<input type="checkbox"/>	Raintree Lane	11	0.18 mi
<input type="checkbox"/>	Ramblewood Dr	1	0.24 mi
<input type="checkbox"/>	Redington Way	1	0.28 mi
<input type="checkbox"/>	Regeants Court	11	0.11 mi
<input type="checkbox"/>	Rosewood Dr	8	0.82 mi
<input type="checkbox"/>	Salisbury Lane	8	0.33 mi
<input type="checkbox"/>	Staffwood Ct.	1	0.04 mi
<input type="checkbox"/>	Staffwood Dr.	1	0.18 mi
<input type="checkbox"/>	S. Royal Tower Dr.	1	0.22 mi
<input type="checkbox"/>	Stonemedede Dr.	1	0.11 mi
<input type="checkbox"/>	Ventura Ct	8	0.10 mi
<input type="checkbox"/>	W. Royal Tower Dr.	1	0.74 mi
<input type="checkbox"/>	Winding Creek Lane	8	0.08 mi
<input type="checkbox"/>	Woodlands West	9	0.40 mi
<input type="checkbox"/>	Wyncliff Court	1	0.05 mi

**Sidewalk Construction**

<input type="checkbox"/>	Alpine Road (Two Notch Rd to Percival Rd)	03 / 08 / 10
<input type="checkbox"/>	Leesburg Road (Garners Ferry Rd to Semmes Rd)	11 (SCDOT)
<input type="checkbox"/>	Percival Road (Forest Dr to Decker Blvd)	06
<input type="checkbox"/>	Polo Road (Mallet Hill Rd to Alpine Rd)	08 / 09 / 10
<input type="checkbox"/>	Clemson Road (Two Notch Rd to Percival Rd)	09 / 10
<input type="checkbox"/>	Harrison Road (Two Notch Rd to Forest Dr)	03
<input type="checkbox"/>	Atlas Road (Fountain Lake Way to Garners Ferry Rd)	11
<input type="checkbox"/>	Bluff Road (Rosewood Dr to Beltline Blvd)	10
<input type="checkbox"/>	Broad River Road (Royal Tower Rd to Woodrow St)	01
<input type="checkbox"/>	Lower Richland (Rabbit Run Rd to Garners Ferry Rd)	11
<input type="checkbox"/>	Polo Road (Two Notch Rd to Mallet Hill Rd)	08 / 09 / 10
<input type="checkbox"/>	Sunset Drive (Elmhurst Rd to River Dr)	04
<input type="checkbox"/>	School House Road (Two Notch Rd to Ervin St)	03
<input type="checkbox"/>	Faraway Drive (E. Boundary Rd to Willoughby St)	08/10



Section 5 – Resources:

<input type="checkbox"/> Road Maintenance FY-19 Fund Balance (end-of-year actual)	\$10,094,500
<input type="checkbox"/> Road Maintenance FY-20 Fund Balance (end-of-year estimate)	\$11,074,500
<input type="checkbox"/> RDM FY-21 Operating Budget	\$ 7,811,200
<input type="checkbox"/> “C” Fund FY-19 Balance (end-of-year actual)	\$ 3,718,162
<input type="checkbox"/> “C” Fund FY-20 Revenue forecast (end-of-year estimate)	\$ 5,041,800



## Section 6 – Goals:

### **DPW**

- Interdepartmental coordination – Improve interdepartmental coordination with other stakeholders, especially the Transportation – Penny and Community Planning and Development Departments in order to ensure that Capital Improvements and Maintenance are effectively coordinated and newly constructed CRMS infrastructure is of sufficient quality.
- Maximize effective use of available capital resources – Aggressively plan for and pursue financial resources for capital maintenance and improvement to the CRMS through effective management of the CRMS Capital Improvement Plan (CIP) and active projects.

### **RDM**

- Process Review – Continue to review and revise updates to establish business procedures and processes to ensure the best practices and performance levels are being implemented and executed.
- Organizational Review – Conduct a thorough review of the mission, organization, personnel, equipment, and budget of the Roads and Drainage Maintenance Division (RDM) in order to achieve the Most Efficient Organization (MEO).

### **EGR**

- Capital Improvements – Prepare a Five-Year CRMS Capital Improvement Plan (CIP) for paving and resurfacing of County roads, installation of sidewalks, and other transportation improvements.
- Pavement Management System (PMS) – Solicit and procure a Consultant to perform pavement analysis on existing County paved roads to update the existing PCIs that were determined in 2015. Integrate Streetsaver software with new PCIs for use by DPW staff.
- Right-of-Way Acquisition – The Right-of-Way Administrator will acquire 75 roads into the CRMS, as well as accepting and processing deeds to roads from ten new subdivisions from the County’s new development process.
- Reduction of Railroad Crossings – Eliminate the Railroad crossing at Walter McCartha Road in Northwest Richland County.
- Right-of-Way Transfer – Transfer at least 50% of County-owned Road Right-of-Way (11.8 miles) from County Ownership to the small municipality in which they are located.



Section 7 – Capital Improvement Plan (CIP):

Item Description	FY21	Biennium		Biennium		Total
		FY22	FY23	FY24	FY25	
Roadway Repair-Design	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$1,000,000
Roadway Repair-Construction	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$4,000,000
Sidewalk Capital Improvement	\$350,000					\$350,000
Miscellaneous Road Improvements	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Rollover from FY 2020	\$1,600,000					\$1,600,000
Pavement Preservation	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
CTC - Resurfacing Roads	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$9,000,000
CTC - New Sidewalks	\$1,000,000	\$500,000	\$500,000	\$500,000	\$500,000	\$3,000,000
Road Resurfacing - (RM Fund)		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
TAP Grant - New Sidewalk - EGR		\$100,000	\$50,000	\$100,000	\$50,000	\$300,000
TAP Grant - New Sidewalk - Const			\$1,000,000		\$1,000,000	\$2,000,000
<b>Totals</b>	<b>\$5,000,000</b>	<b>\$4,650,000</b>	<b>\$5,600,000</b>	<b>\$4,650,000</b>	<b>\$5,600,000</b>	<b>\$28,000,000</b>

See Section 4 – Programs / functions: Other County Departments / Transportation – Penny Department for planned Fiscal Year 2021 (FY-21) paving, resurfacing, and sidewalk construction projects planned by the Transportation – Penny Department.

FY21 Detailed Capital Improvement Plan (CIP):

**Pavement Preservation** – Budget \$850,000

<b><u>District 1</u></b>	<b>Road SYs</b>	<b>Crack Seal LF</b>	<b>Road LF</b>	<b>Subdivision</b>
Bamboo Grove Ct	1295	300	500	Lakeside at Ballentine
Baywood Ct	1515	372	620	Lakeside at Ballentine
Harbors Mist Dr	1015	249	415	Lakeside at Ballentine
Shores Edge Dr	1600	390	650	Lakeside at Ballentine
Water Pointe Ln	1100	270	450	Lakeside at Ballentine
Millplace Dr	7761	1270	3175	Milford Park
Millplace Lp	2567	630	1050	Milford Park
Cabin Dr	11244	2760	4600	Milford Park
Milford Park Dr	3295	809	1348	Milford Park
<b><u>District 2</u></b>				
Buckwood Dr	460	112	188	Hunters Run Ph3
Greyhound Ln	1269	312	519	Hunters Run Ph3
Grey Duck Ln	2848	699	1165	Hunters Run Ph3
Safari Way	953	234	390	Hunters Run Ph3
<b><u>District 3</u></b>				
Oakley Dr	3936	966	1610	Newcastle West
Oakley Ct	557	137	228	Newcastle West
Oakley Cir	895	220	366	Newcastle West
Sunnydale Dr	2635	647	1078	Newcastle West
Sunnydale Ct	504	124	206	Newcastle West
Saxonbury Dr	721	177	295	Newcastle West
Scarlet Ct	1589	390	650	Newcastle West
Catalina Ct	1345	330	550	Newcastle West
<b><u>District 6</u></b>				
Dean Hall Ln	2778	510	850	Hampton Trace
Rosebank Dr	3667	900	1500	Hampton Trace
Hampton Trace	6600	1620	2700	Hampton Trace

<b><u>District 7</u></b>	<b>Road SYS</b>	<b>Crack Seal LF</b>	<b>Road LF</b>	<b>Subdivision</b>
Ballbridle Ln	3915	960	1600	The View
Cabinteely Ct	370	90	150	The View
Glimerton Ct	860	210	350	The View
Gorebridge Ct	860	210	350	The View
Hillfoots Ct	440	108	180	The View
Stillorgan Ct	783	192	320	The View
View Dr	8600	2100	3500	The View
<b><u>District 8</u></b>				
Cold Branch Dr	22000	5400	9000	None
<b><u>District 9</u></b>				
Wood Duck Rd	6673	1638	2730	Wildewood
Holliday Rd	5866	1440	2400	Wildewood
Village Farm Rd	2250	555	925	Smallwood
<b><u>District 10</u></b>				
Abbott Rd	1907	468	780	Arthurtown
Bluff Industrial Blvd	5000	1080	1800	Arthurtown
<b><u>District 11</u></b>				
Saddlebrook Ln	18333	4500	7500	None

**NOTE: Districts 4 and 5 contain no roads qualifying for Pavement Preservation.**

**Road Repair and Resurfacing** – Budget \$1,450,000 plus possible CTC funds

<b><u>District 1</u></b>	<b>Road LF</b>	<b>Subdivision</b>
Steeple Ridge Rd	7155	Ascot
Laurent Way	4260	Ascot
Dunleith Way	1975	Ascot
Dunleith Ct	530	Ascot
Laurent Ct	645	Ascot
Cotting Ct.	375	Ascot
<b><u>District 2</u></b>	<b>Road LF</b>	<b>Subdivision</b>
Blythe Creek Dr	2270	Blythe Creek
Black Elk Ln	475	Blythe Creek
Red Wings Ct	370	Blythe Creek



Running Bear Ct	950	Blythe Creek
Broken Arrow Ct	320	Blythe Creek
<b><u>District 7</u></b>		
River Station Way	160	River Station
Big Game Loop	3380	River Station
Ostrich Cir	845	River Station
Hunters Run Dr	1215	Hunters Run
Bowhunter Dr	3482	Hunters Run
Bear Rock Dr	398	Hunters Run
Duck Pt	150	Hunters Run
Grouse Ct	150	Hunters Run
Labrador Dr	914	Hunters Run
Ranger Ln	242	Hunters Run
Coyote Ln	395	Hunters Run
<b><u>District 8</u></b>		
Hunters Pond Dr	6550	The Summit
Summit Parkway	7600	The Summit
<b><u>District 9</u></b>		
Summit Ridge	5700	The Summit

**New Sidewalk Construction** – Budget \$350,000

The proposed new sidewalk project will be chosen after January 1, 2021 once requests have been vetted and ranked appropriately. Council will need to approve the selection before moving forward.



**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (1) RDM Maintenance Area road type / mileage breakdown

Unpaved Roads

RDM Maintenance Area

Maintenance Area	County Owned (Public Right-of-Way)		Prescriptive Easement		All County Unpaved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
Ballentine	63,351.44	12.00	147,994.54	28.03	211,345.98	40.03
Eastover	97,152.56	18.40	449,562.59	85.14	546,715.15	103.54
Northeast	93,020.42	17.62	253,621.10	48.03	346,641.51	65.65
Total	253,524.42	48.02	851,178.22	161.21	1,104,702.64	209.22

Paved Roads

RDM Maintenance Area

Maintenance Area	County Owned		Municipal Owned (IGA)		All County Paved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
Ballentine	634,806.53	120.23	95,229.69	18.04	730,036.21	138.26
Eastover	414,171.23	78.44	0.00	0.00	414,171.23	78.44
Northeast	1,982,065.79	375.39	33,993.38	6.44	2,016,059.17	381.83
Total	3,031,043.55	574.06	129,223.06	24.47	3,160,266.62	598.54

**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (2) County Council District road type / mileage breakdown

Unpaved Roads

Council District

Council District	County Owned (Public Right-of-Way)		Prescriptive Easement		All County Unpaved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
1	58,224.53	11.03	143,343.79	27.15	201,568.31	38.18
2	33,326.17	6.31	174,216.74	33.00	207,542.91	39.31
3	3,358.85	0.64	3,881.19	0.74	7,240.04	1.37
4	914.95	0.17	0.00	0.00	914.95	0.17
5	4,062.82	0.77	0.00	0.00	4,062.82	0.77
6	159.65	0.03	0.00	0.00	159.65	0.03
7	42,596.01	8.07	48,473.46	9.18	91,069.47	17.25
8	3,196.40	0.61	2,598.73	0.49	5,795.13	1.10
9	10,692.13	2.03	28,759.32	5.45	39,451.45	7.47
10	36,096.78	6.84	393,291.75	74.49	429,388.52	81.32
11	60,896.14	11.53	56,613.25	10.72	117,509.38	22.26
Total	253,524.42	48.02	851,178.22	161.21	1,104,702.64	209.22

Paved Roads

Council District

Council District	County Owned		Municipal Owned (IGA)		All County Paved	
	Length (Ft)	Length (Miles)	Length (Ft)	Length (Miles)	Total Length (Ft)	Length (Miles)
1	505,798.76	95.80	91,560.07	17.34	597,358.82	113.14
2	347,953.82	65.90	11,496.03	2.18	359,449.85	68.08
3	117,383.99	22.23	5,566.83	1.05	122,950.82	23.29
4	23,062.15	4.37	0.00	0.00	23,062.15	4.37
5	8,418.68	1.59	0.00	0.00	8,418.68	1.59
6	14,639.66	2.77	1,096.42	0.21	15,736.08	2.98
7	456,161.11	86.39	19,503.72	3.69	475,664.83	90.09
8	483,387.49	91.55	0.00	0.00	483,387.49	91.55
9	630,550.33	119.42	0.00	0.00	630,550.33	119.42
10	158,387.58	30.00	0.00	0.00	158,387.58	30.00
11	285,299.97	54.03	0.00	0.00	285,299.97	54.03
Total	3,031,043.55	574.06	129,223.06	24.47	3,160,266.62	598.54

**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (3) IGA road type / small municipality / mileage breakdown

Municipality	Paved Road (Mi)	Unpaved Road (Mi)	Total (Mi)
Arcadia Lakes	1.57	0.00	1.57
Blythewood	9.05	3.42	12.47
Cayce	0.00	1.58	1.58
Eastover	0.94	0.42	1.36
Forest Acres	4.76	0.20	4.96
Irmo	24.44	1.61	26.05
Total	40.76	7.23	47.99

**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (4) Bridges / type / location

Location	Type
Old Garners Ferry Road at Mill Creek	Concrete slab on piers
White House Road at Gills Creek	Concrete slab on piers
Chinquapin Road at Stoops Creek	Open bottom culvert
Raintree Drive at ditch crossing	Open bottom culvert
Beechwood Lane at ditch crossing	Open bottom culvert

**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (5) Rail Crossings / type / location

Road Atlas Map Grid	Name of Road	Road Type	Entity in Charge of Inspections	Type of RR Line Crossed	Own r/w on Road	Municipality	SCDOT Crossing Number	Comments
49B4	Lykesland Trail	Unpaved	County	Main railroad track	Yes	County	723733S	
27D4	Vine Street	Paved	County	Side railroad track	Yes	County	634637U	Crossing between Rosewood Drive and Brookwood Drive
34F1	Mount Pilgrim Church Road	Unpaved	County	Main railroad track	No	County	715899B	
72B2	Gus Lane	Unpaved	County	Main railroad track	No	County	632650B	
32D3	Pine Wedge Drive	Paved	County	Main railroad track	Yes	County	715908X	
27D4	Vine Street	Paved	County	Side railroad track	Yes	County	634638B	Crossing Southeast of Brookwood Drive
37B5	Mauney Drive	Paved	County	Side railroad track	Yes	County	904637R	
27D4	Garland Street	Paved	County	Side railroad track	Yes	County	634642R	Crossing between Rosewood Drive and Brookwood Drive
27D4	Duval Street	Paved	County	Side railroad track	Yes	County	634640C	Crossing between Rosewood Drive and Brookwood Drive
27D4	Duval Street	Paved	County	Side railroad track	Yes	County	634641J	Crossing southeast of Brookwood Drive
27D4	Rosewood Drive	Paved	County	Side railroad track	Yes	County	634636M	
27D4	Garland Street	Paved	County / Columbia	Side railroad track	Part	County and Columbia	634643X	County owns approach from west side of crossing, RR r/w is annexed by Columbia
27D4	Oakdale Drive	Paved	County	Side railroad track	Yes	County	634644E	Crossing between Rosewood Drive and Brookwood Drive
05B4	Lynn McCartha Road	Unpaved	County	Main railroad track	No	County	843360B	
05B4	Walter McCartha Road	Unpaved	County	Main railroad track	No	County	843359G	
31D4	Frank Dale Road	Unpaved	County	Main railroad track	No	County	715917W	Road is small connector between Frank Dale Road and Gunter Circle
35D4	Cadia Drive	Unpaved	County	Main railroad track	No	County	634296D	
32C2	Boomer Road	Unpaved	County	Main railroad track	No	Blythewood	715910Y	
4.90E+04	Century Oaks Lane	Unpaved	County	Main railroad track	No	County	632196S	
35A4	Fontaine Center Drive	Paved	County	Main railroad track	Yes	County	640941L	
62A2	Third Street	Unpaved	County	Main railroad track	No	County	723729C	RR Crossing is beyond County ownership, connects to Edmonds Farm Road
3.20E+06	Hobart Road	Unpaved	County	Main railroad track	Part	County	715906J	Main RR Crossing west of Wilkinson Drive
27F4	Andrews Road	Unpaved	County / Columbia	Side railroad track	No	County and Columbia	904635C	County unpaved road - RR right of way is within City of Columbia
Not on SCDOT (2011) List								
27D3	Olympia Avenue	Paved	County / Columbia	Main railroad track	Part	County and Columbia		County owns approach from west side of crossing

3.20E+06	Hobart Road	Unpaved	County	Side railroad track	Part	County		RR Crossing at side railroad line
3.20E+05	Wooten Road	Unpaved	County	Main railroad track	No	County		
45F1	Fashion Drive	Paved	County	Main railroad track	Yes	County		

**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (6) Traffic / crossing lighted signals

Traffic Signals

Intersection Location	RDM Maintenance Area
Fashion and Forum Drive	North
Summit Parkway at Summit Ridge	North
Summit Commons at Summit Parkway	North

School Zone Flashing Signals

School	RDM Maintenance Area
HG Corley	West
Summit Parkway Middle School	North

**Department of Public Works**

County Road Maintenance System (CRMS)

Fiscal Year 2021 Annual Maintenance and Improvement Comprehensive Plan

Updated: 30-Jun-20

Enclosure (7) County Maintained Sidewalks

Sidewalks

RDM Maintenance Area

Maintenance Area	Length (Ft)	Length (Miles)
Ballentine	266,872.29	50.54
Eastover	60,133.59	11.39
Northeast	798,496.18	151.23
Total	1,125,502.06	213.16

\*Length does not include Subdivisions  
with Sidewalks built since 2016

Council District

Council District	Length (Ft)	Length (Miles)
1	254,795.25	48.26
2	123,622.30	23.41
3	12,021.50	2.28
4	147.84	0.03
5	0.00	0.00
6	3,187.02	0.60
7	181,235.28	34.32
8	293,362.36	55.56
9	196,996.93	37.31
10	7,499.42	1.42
11	52,634.17	9.97
Total	1,125,502.06	213.16



## Richland County Council Request for Action

**Subject:**

Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance

**Notes:**

October 27, 2020 – The D&S Committee forwarded this item to Council with a recommendation to approve the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and the Town of Irmo for Engineering Services and Infrastructure Maintenance. In addition, to require the Town of Irmo to provide insurance and indemnification.



**Agenda Briefing**

**Prepared by:** Clayton Voignier, Director  
**Department:** Community Planning and Development  
**Date Updated:** November 05, 2020 **Meeting Date:** November 11, 2020

<b>Updated Legal Review</b>	Brad Farrar via email	<b>Date:</b>	November 05, 2020
<b>Updated Budget Review</b>	James Hayes via email	<b>Date:</b>	July 21, 2020
<b>Updated Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	July 22, 2020
<b>Updated Public Works Review:</b>	Michael Maloney via email	<b>Date:</b>	November 05, 2020
<b>Updated Risk Management Review</b>	Brittney Hoyle-Terry via email	<b>Date:</b>	November 05, 2020
<b>Approved for Council consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

**Committee:** Administration and Finance  
**Subject:** Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance

**Recommended Action:**

Staff recommends the approval of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

**Motion Requested:**

Move to approve staff’s recommendation of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

There are costs associated with maintenance of infrastructure. The Town of Irmo contributes 26 miles of our 808 miles of County maintained roadway which are accounted for in the annual road maintenance fund. There are no costs associated with plan review and inspections as the fees for these services will be charged to the developers and/or engineers submitting the projects.

**Motion of Origin:**

The request did not originate from a Council member.

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

### Discussion:

The Town of Irmo has reached out to both Lexington and Richland Counties to update the current IGA and expand the engineering review responsibilities of Richland County.

The Town of Irmo is partly in Richland County and partly in Lexington County. Richland County and the Town of Irmo began operating under an IGA in 2007, when the Town received its NPDES Phase II Permit, from DHEC, through Lexington County.

Amendments to the County's Ordinance, Chapter 21, were approved in 2013 that better outlined the expectations for road standards and Richland County maintenance.

### Attachments:

1. June 23, 2020 A&F Committee considered briefing document and attachments
2. Email Correspondence with Councilmember Malinowski
3. Updated IGA
  - a. Redlined
  - b. Clean Version



**Agenda Briefing**

**Prepared by:** Clayton Voignier, Director  
**Department:** Community Planning and Development  
**Date Updated:** June 17, 2020 **Meeting Date:** June 23, 2020

<b>Legal Review</b>	Brad Farrar via email	<b>Date:</b>	May 28, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	June 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	June 18, 2020
<b>Public Works Review:</b>	Michael Maloney via email	<b>Date:</b>	June 10, 2020
<b>Approved for Council consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	

**Committee** Administration and Finance  
**Subject:** Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance

**Recommended Action:**

Staff recommends the approval of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

**Motion Requested:**

Move to approve staff’s recommendation of the updated Intergovernmental Agreement (IGA) between Richland County, Lexington County and Town of Irmo for Engineering Services and Infrastructure Maintenance.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

There are costs associated with maintenance of infrastructure. There are no costs associated with plan review and inspections as the fees for these services will be charged to the developers and/or engineers submitting the projects.

**Motion of Origin:**

The request did not originate from a Council member.

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

### Discussion:

The Town of Irmo has reached out to both Lexington and Richland Counties to update the current IGA and expand the engineering review responsibilities of Richland County.

The Town of Irmo is partly in Richland County and partly in Lexington County. Richland County and the Town of Irmo began operating under an IGA in 2007, when the Town received its NPDES Phase II Permit, from DHEC, through Lexington County.

Amendments to the County's Ordinance, Chapter 21, were approved in 2013 that better outlined the expectations for road standards and Richland County maintenance.

The updated IGA includes the removal of the insurance provision found in Section VI of the 2007 IGA between Richland County and the Town of Irmo.

### Attachments:

1. Updated Intergovernmental Agreement
  - a. Lexington County Additions (bluelined); Richland County Additions (redlined)
  - b. Clean IGA
2. 2007 IGA
3. Amendments to Chapter 21

IGA APPROVED BY RICHLAND COUNTY

**Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_ 2020~~19~~<sup>8</sup>, by and between the County of Richland, the County of Lexington, bodies politic duly ~~created and existing~~ pursuant to ~~the provisions of~~ S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, ~~created and existing~~ pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

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WITNESSETH:

**WHEREAS**, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties ~~the "County";~~ and

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**WHEREAS**, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

**WHEREAS**, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, ~~with~~ Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and.

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**WHEREAS**, The Town of Irmo ~~is desirous~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

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**WHEREAS**, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

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**NOW THEREFORE**, in consideration of the representations set forth herein, the parties agree ~~to~~ as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, ~~such project~~ will be reviewed, inspected, and maintained by the County in which the project is located.

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B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that ~~lies~~ in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. ~~The following determines which County will be responsible -for review and inspection:~~

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1. Residential Developments - The County ~~which has the majority~~greater having more ~~than (50) percent~~ of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain ~~their~~ its respective roadways and storm drainage systems as to the approved plans. ~~Coordination between the two counties will decide who has the majority of the roadway.~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will ~~give a courtesy call to~~notify the other county in writing within ten (10) business days for inspection of major items, ~~such as to include~~ proof rolls, ~~etc.~~ The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County ~~with the majority~~greater having more ~~than fifty (50) percent~~ of the acreage of disturbance will review and inspect the project to that county's engineering standards. ~~Coordination between the two counties will decide who has the majority.~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

**Section Two: Town of Irmo Responsibilities and Land Development Applications**

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure. ~~The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all prerequisites and~~ internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity.
- 1-2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site

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IGA APPROVED BY RICHLAND COUNTY

improvements related to stormwater management, floodplain management, and road access.

4. The Town of Irmo will **require the submittal of plans** (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County Engineer's office for Quality Assurance and data management purposes. **The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.**

Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be **forwarded-copied** to Town of Irmo within ten (10) business days **for distribution to applicant**. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: ~~Richland County and/or Lexington County~~ Maintenance Responsibilities

A. Through its Department of Public Works, **the Richland County** will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances **or by the Town of Irmo**.

~~In addition to~~ Through its Department of Public Works, **the Lexington County** will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided **by either County** to this Agreement will be subject to the availability of funds, labor, and equipment for **the that County's** overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of **the County** providing maintenance pursuant to this Agreement. ~~Richland County~~**Richland and/or Lexington County**. Maintenance will include:

- Pavement
- Drainage within the **R/Wright-of-way**
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County **and/or Lexington County**

With the exception of street name signs, **the neither County** will **not** provide maintenance on roads that have been taken into the State Highway System. **Each The County** will provide **maintenance on** name signs on the portion of roadways within the Town of Irmo's limits that lie within **its geographical territory**. ~~Richland County~~**Richland**

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Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the County's Public Works Director of the County at issue.

Section Four: Funding

~~Richland County~~ The County will assess the residents of the Town of Irmo in ~~Richland County~~ Richland and/or Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of ~~Richland County~~ Richland and/or Lexington County.

~~Lexington County~~ will assess the residents of the Town of Irmo in ~~Lexington County~~ the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to ~~Lexington and~~ Richland County for the services provided by ~~each~~ Richland County ~~Richland and/or Lexington County~~ hereunder. The provisions of this section apply to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees
- Stormwater Utility fees

"C" funds allocated to ~~Richland County~~ Richland and/or Lexington County pursuant to State law will be utilized by ~~Richland County~~ Richland and/or Lexington County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. ~~Richland County~~ The County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

"C" funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

Section Five: Termination

This Agreement may be terminated by ~~either~~ any party upon giving ~~six (6) months' ninety (90) days'~~ notice of the intent to terminate to the non-terminating partys.

In the event the Municipality terminates this Agreement, the ~~Counties~~ County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the

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termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

~~The duration of~~ This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

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Section Seven: Previous Agreements

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This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

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IGA APPROVED BY RICHLAND COUNTY

IN WITNESS WHEREOF, the parties hereto ~~have hereunder caused their names to be affixed as heretofore duly authorized~~ execute this Agreement on the date first above written,

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WITNESSES:

COUNTY OF RICHLAND

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

BY: \_\_\_\_\_

WITNESSES:

COUNTY OF LEXINGTON

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

BY: \_\_\_\_\_

WITNESSES:

TOWN OF IRMO

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

BY: \_\_\_\_\_

**Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_ 2020, by and between the County of Richland, the County of Lexington, bodies politic duly pursuant to S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

**WHEREAS**, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties ~~the “County”;~~ and

**WHEREAS**, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

**WHEREAS**, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

**WHEREAS**, The Town of Irmo ~~is—desires~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

**WHEREAS**, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

**NOW THEREFORE**, in consideration of the representations set forth herein, the parties agree ~~to~~ as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

- A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.
- B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that lies in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which County will be responsible for review and inspection:

1. Residential Developments - The County having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain its respective roadways and storm drainage systems as to the approved plans. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will notify the other county in writing within ten (10) business days for inspection of major items, to include proof rolls. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

#### Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity.
2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits

to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be copied to Town of Irmo within ten (10) business days. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

### Section Three: Richland and Lexington County Maintenance Responsibilities

A. Through its Department of Public Works, Richland County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances.

Through its Department of Public Works, Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided by either County to this Agreement will be subject to the availability of funds, labor, and equipment for that County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County or Lexington County

With the exception of street name signs, neither County will provide maintenance on roads that have been taken into the State Highway System. Each County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within its geographical territory.

B. Each County will include the roads it maintains within the Town of Irmo's limits in its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.

- C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3.

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within Richland or Lexington County as in the unincorporated areas of Richland or Lexington County. Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland or Lexington County.



Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the Public Works Director of the County at issue.

#### Section Four: Funding

Richland County will assess the residents of the Town of Irmo in Richland County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland County.

Lexington County will assess the residents of the Town of Irmo in Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by each County hereunder. The provisions of this section apply to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees
- Stormwater Utility fees

“C” funds allocated to Richland County pursuant to State law will be utilized by Richland County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. Richland County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

“C” funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

#### Section Five: Termination

This Agreement may be terminated by any party upon giving ninety (90) days’ notice of the intent to terminate to the non-terminating parties.

In the event the Municipality terminates this Agreement, the Counties shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

IN WITNESS WHEREOF, the parties hereto on the date first above written,

WITNESSES:

COUNTY OF RICHLAND

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

BY: \_\_\_\_\_

WITNESSES:

COUNTY OF LEXINGTON

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

BY: \_\_\_\_\_

WITNESSES:

TOWN OF IRMO

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

BY: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) INTERGOVERNMENTAL AGREEMENT  
 ) FOR ROADS & MAINTENANCE AND  
 COUNTY OF RICHLAND ) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this \_\_ day of July, 2007, by and between the **County of Richland**, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the **Town of Irmo**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality ");

**WITNESSETH:**

**ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.**

**WHEREAS**, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

**WHEREAS**, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

**WHEREAS**, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

**WHEREAS**, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

**WHEREAS**, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

**WHEREAS**, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

**NOW, THEREFORE**, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

**Section I - County Responsibilities**

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, later

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Page 1 of 6 OCT 18 2007

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

## **Section II - Municipal Responsibilities**

- A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.
- B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
- C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.
- D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
- E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.
- F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

## **Section III – Funding**

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

#### **Section IV - Capital Drainage Improvements**

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

#### **ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE**

**WHEREAS**, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

**WHEREAS**, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

**WHEREAS**, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

**NOW, THEREFORE**, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

#### **Section I- Obligation to Comply with Permit**

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article 1.

#### **ARTICLE 3 - GENERAL**

##### **Section I- Severability**

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

##### **Section II- Successors and Assigns**

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

### **Section III - Extension of Authority**

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

### **Section IV - Termination by the County**

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fee; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

### **Section V- Termination by the Municipality**

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

### **Section VI- Insurance**

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

### **Section VII- Duration**

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

### **Section VIII- Previous Agreements**

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed



as heretofore duly authorized on the date first above written.

WITNESSES:

*Sydney Keating*  
*Tony McDonald*

*John*  
*[Signature]*

COUNTY OF RICHLAND

By:

*J. Milton Pope*  
J. Milton Pope  
County Administrator

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

TOWN OF IRMO

By:

*John L. Gibbons*  
John L. Gibbons  
Mayor

BOOK 14

PAGE 222

STATE OF SOUTH CAROLINA  
 COUNTY COUNCIL FOR RICHLAND COUNTY  
 ORDINANCE NO. 056-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

**Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.**

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County:
  - a. All improvements will be constructed to the standards of Lexington County.
  - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
  - a. All improvements will be constructed to the standards of Richland County.
  - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.
- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums, and mobile home parks will not be accepted for maintenance by Richland County.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:


- (a) Except as provided for in sections 21-4, 21-5, and 21-5.5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

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

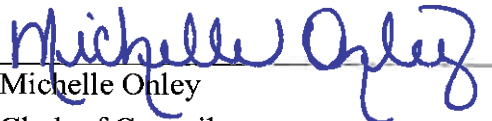
SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. Effective Date. This ordinance shall be effective from and after November 5, 2013.


RICHLAND COUNTY COUNCIL

BY:   
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE 6th DAY  
OF November, 2013.

  
Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: October 1, 2013  
Second Reading: October 15, 2013  
Public Hearing: November 5, 2013  
Third Reading: November 5, 2013

**ASHIYA MYERS**

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**From:** CLAYTON VOIGNIER  
**Sent:** Monday, June 29, 2020 9:22 AM  
**To:** Bill Malinowski  
**Cc:** LEONARDO BROWN; ASHLEY POWELL; JOHN THOMPSON; MICHAEL MALONEY; BRAD FARRAR; LARRY SMITH; ASHIYA MYERS  
**Subject:** RE: Irmo IGA comments/questions  
**Attachments:** 20200406 Draft IGA Lex Co Additions and Staff Additions btf edits ctv comments revised.docx

Good morning, Councilman Malinowski,

Below in red represents consolidated comments from myself, Director Maloney, and Mr. Farrar with Legal. Since certain corrections and additions were made to the updated IGA, the revised version with tracked changes and a "clean" version will be provided when this item is considered again by the A&F Committee.

Please let us know if you have any questions or concerns.

Thank you,

**Clayton Voignier, CCEP, CGAP**

Director  
 Richland County Government  
 Community Planning & Development  
 803-576-2168  
[voignier.clayton@richlandcountysc.gov](mailto:voignier.clayton@richlandcountysc.gov)

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**From:** Bill Malinowski <[Malinowski.Bill@richlandcountysc.gov](mailto:Malinowski.Bill@richlandcountysc.gov)>  
**Sent:** Wednesday, June 24, 2020 10:01 AM  
**To:** CLAYTON VOIGNIER <[VOIGNIER.CLAYTON@richlandcountysc.gov](mailto:VOIGNIER.CLAYTON@richlandcountysc.gov)>; LEONARDO BROWN <[BROWN.LEONARDO@richlandcountysc.gov](mailto:BROWN.LEONARDO@richlandcountysc.gov)>; ASHLEY POWELL <[POWELL.ASHLEY@richlandcountysc.gov](mailto:POWELL.ASHLEY@richlandcountysc.gov)>  
**Subject:** Irmo IGA comments/questions

Mr. Voignier,

Following are my questions regarding A & F item 4 (a), the IGA with Irmo and Lexington County (page references are for the 6-23-20 A & F Committee agenda):

1. Page 16, 4<sup>th</sup> paragraph. The updated IGA removes prior insurance provision. Please explain. **This was specifically mentioned in the agenda briefing to make Council aware that it was never included in the updated IGA. According to Legal:**

**This is a policy decision with legal and financial implications. The County certainly can request that The Town of Irmo maintain appropriate insurance to help pay the costs of any claims made against Richland County by virtue of the County performing any services under the IGA within the Town. Again, that is a negotiation point. There**

is no legal requirement that anyone maintain insurance, or provide proof of insurance, in an arrangement such as this, but there also is no prohibition against asking for such insurance protection. In addition, in conjunction with the insurance discussion, there is no provision for the Town of Irmo to indemnify Richland County for claims made against the County for services performed for Irmo's benefit under the IGA, and no hold harmless provision. Again, there is no legal requirement for either protection, but the County needs to go in eyes wide open that the IGA as proposed and drafted contains no insurance, indemnification or hold harmless protections for Richland County.

2. While it may be a technical point, all changes should be shown. For example, Section doesn't show the change from using numbers, like 2, to Roman Numerals (II) or words (Section Two). If such minor changes are not shown how do we know other changes are shown? The intent of the IGA is to wholly update the IGA to include all relevant parties, i.e. Lexington County, and the appropriate language applicable to those parties. It is not simply a revision of the 2007 IGA. Thus, these technically are not changes from the previous IGA.

According to Legal:

Regarding what has been highlighted and the like, this IGA has floated around for probably at least a year or more, passing among three parties. At this point, I have no idea what was originally proposed, or who changed what, other than perhaps Richland County input. The "exploded parts" view of the history of the various versions may be impossible to reconcile. I understand a desire to see what was changed, but the best that may be achievable at this point is to show the 2007 version and whatever the most recent version all of the parties have agreed upon is. Beyond that, it may have to be a line by line discussion.

3. Why are some items highlighted in the original IGA such as pages 32 and 33? The highlights were provided to emphasize language added and distinguish it from previous tracked changes. They have been removed.
4. Page 17, third Whereas refers to Irmo adopting the Stormwater Ordinance and Land Development Manual with Lexington County. Why wouldn't they also adopt the same things from Richland County when development takes place in Richland County? For the entire Town of Irmo, the Lexington County stormwater ordinance will be used. The Town primarily drains into Lexington County and is a part of their MS-4 permit and report to DHEC. Changing from this existing method would be very inefficient, and the Town would suffer from the two different code requirements. The County can't change methods and requirements related to stormwater within a watershed.
5. Page 17, Section One (B). First sentence is not correct. Need to use plural or singular as needed but it mixes them up here. This correction has been made.
6. Page 18, 1. This section reads in part, "Once the final plat has been approved, each county agrees to the approved plans." Seems that it should also have "...of that county." It states " ... each county agrees to maintain its respective roadways and storm drainage systems as to the approved plans." The plans will not be the County's plans, but rather the developer's plans.

Is there any reason there is a difference in Residential Developments, that gives decision making authority to the county with the highest percentage of roadway, and Commercial Developments, which gives authority to the county with the greater percentage of land disturbed? I could own 10 acres with 75 % of the road in Lexington County but I am only developing 6 acres and 4 of those acres are in Richland County. This seems contradictory. Note that the authority provided to the County in this section is only for the design review and inspection of construction. For the residential development, the County with the majority of the roadway is assigned the reviews and inspection because it would be inefficient and confusing to have two Counties using staff to perform reviews and inspections of one residential subdivision. In the end, the maintenance responsibility will be set by the County Line running through that subdivision. For the commercial development, the public roads are typically either previously installed or newly installed SCDOT roads. The anticipated project we are reviewing is a private site development. We will then be reviewing what is to be developed mostly within our County Line. What we are most concerned about is traffic, stormwater and erosion control. Using the majority of the acreage of disturbance as the prevailing factor best covers our concerns by placing the correct

County staff on the review. It's a very limited case that there will be County maintenance responsibilities in a commercial development.

7. Page 18, Section Two (1.) Explain what an approved Delegated Entity is. Possibly this should be explained at this point. In (2.) it doesn't state an approved Delegated Entity is needed, why not? This language is taken from the current agreement with the Town. The official definition is a local government (or other governmental entity such as a tribal 72 government or Conservation District) that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. As used in connection with NPDES programs, the term does not connote any transfer of state authority to a local government. In this case, Lexington County is the approved delegated entity for the Town of Irmo, and a delegated entity is not needed where (2) is concerned. This language has been added to the IGA for clarification.
8. Starting at the bottom of page 18 and ending at the top of page 19 it states about prior to issuance of certificates of occupancy inspections and approval will be needed related to stormwater management, floodplain management and road access. Based on what was written previously the only stormwater regulations, which I believe also includes floodplain, are those by Lexington County. If it is determined Richland County's regulations will be used it should be stated the approval of the responsible county. Refer to the response for #4 above.
9. Page 19, Section Three, first paragraph, line4. Do not need the word "either" since the word "or" was omitted later. This correction has been made.
10. Page 22, first paragraph. If there is a period after the word "occurs" then the word "however" is not needed to start the next sentence, or put a comma after "occurs". This change has been made.
11. Page 22, Section Six. Is there any reason we should not have this time period as some other IGAs which would be for a five year period with one year renewals? According to Legal:

Regarding the term of the IGA, here we come to a fundamental issue. The bright line is either that Richland County is willing to perform the services contemplated in the IGA for the Town of Irmo at all, or it is not. Specifically, the County could go down this road (no pun intended), enter into this IGA and perform work in Irmo commencing whenever an agreement is reached. If that were in 2020, the County could perform work in year one of the IGA, for example. Twenty years could go by with no incident, and then in year twenty-one someone could be injured on a roadway in Irmo, and allege that County work performed years earlier contributed to the conditions that caused or exacerbated the injuries. In other words, if the County is going to work on roads in Irmo, such work could be relevant well beyond the expiration or termination of the IGA as drafted. Shortening the term of the agreement would not change this fundamental point, although it could reduce the number of years of the County's efforts in another jurisdiction. One way to potentially mitigate this problem would be to include language in the IGA that upon termination of the agreement, the Town of Irmo accepts responsibility for all roads the County worked on within Irmo pursuant to the IGA, and accepts those roads "as is." This would involve further negotiation, which the County may or may not want to undertake, and Irmo is not likely to accept such language, or may only accede to it after further modification.

Lastly, the County needs to keep in mind that if it enters into agreements such as this with Irmo, the other municipalities that lie within Richland County may want similar consideration. I do not know if the County already maintains roads in other municipalities, but even if it does, if this IGA is more favorable to Irmo than any arrangement the others may have, those municipalities may want to revisit their arrangements to ensure they are given equal consideration (which would be understandable).

Bill Malinowski

IGA APPROVED BY RICHLAND COUNTY

**Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_ 2020~~19~~8, by and between the County of Richland, the County of Lexington, bodies politic duly ~~created and existing~~ pursuant to ~~the provisions of~~ S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation, ~~created and existing~~ pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

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WITNESSETH:

**WHEREAS**, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties; ~~the "County";~~ and

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**WHEREAS**, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

**WHEREAS**, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual; with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

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**WHEREAS**, The Town of Irmo ~~is desirous~~ desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

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**WHEREAS**, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

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**NOW THEREFORE**, in consideration of the representations set forth herein, the parties agree to as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.

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B. Projects Partially in Both Counties—For ~~any~~ projects within the Town of Irmo that ~~lies~~ in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which County will be responsible ~~for review and inspection:~~

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1. Residential Developments - The County ~~which has the majority~~greater having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain ~~their, its~~ respective roadways and storm drainage systems as to the approved plans. ~~Coordination between the two counties will decide who has the majority of the roadway~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will ~~give a courtesy call to~~notify the other county in writing within ten (10) business days for inspection of major items, ~~such as to include~~ proof rolls, ~~etc.~~ The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County ~~with the majority~~greater having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. ~~Coordination between the two counties will decide who has the majority~~An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

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Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure. ~~The Town of Irmo shall transmit the Land Development applications to the appropriate county of jurisdiction once all prerequisites and~~ internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity. A Delegated Entity is defined as a local government or other governmental entity such as a tribal 72 government or Conservation District that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. Lexington County is the approved Delegated Entity for the Town of Irmo.
- ~~1-2.~~ As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with

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regard to erosion control measures, floodplain management requirements, and road access regulations.

3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.

4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

~~Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be forwarded-copied to Town of Irmo within ten (10) business days for distribution to applicant.~~ Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

Section Three: Richland ~~County and/or~~ Lexington County Maintenance Responsibilities

A. Through its Department of Public Works, ~~the~~ Richland County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances ~~or by the Town of Irmo.~~

~~In addition t~~Through its Department of Public Works, the Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance either by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided ~~by either County to this Agreement~~ will be subject to the availability of funds, labor, and equipment for ~~the that~~ County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of ~~the County providing maintenance pursuant to this Agreement.~~ Richland County ~~and/or Lexington County.~~ Maintenance will include:

- Pavement
- Drainage within the ~~R/W~~right-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County ~~and/or Lexington County.~~

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With the exception of street name signs, ~~the neither~~ County will ~~not~~ provide maintenance on roads that have been taken into the State Highway System. ~~Each~~ ~~The~~ County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within ~~its geographical territory. Richland County Richland and/or Lexington County.~~

B. ~~Each~~ ~~The~~ County will include the County roads it maintains ~~sed roads~~ within the Town of Irmo's limits ~~into~~ its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.

C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 ~~&~~ and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3. -

~~The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.~~

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within ~~Richland County Richland and/or Lexington County~~ as in the unincorporated areas of ~~Richland County Richland and/or Lexington County.~~ Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland ~~County~~ and/or Lexington County.

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termination occurs. ~~However, the~~ The Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section Six: Term

~~The duration of t~~ This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

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Section Seven: Previous Agreements

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This agreement supersedes all previous agreements between the Town of Irmo and Richland County ~~for land development services.~~

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~~The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.~~

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IGA APPROVED BY RICHLAND COUNTY

IN WITNESS WHEREOF, the parties hereto ~~have hereunder caused their names to be affixed~~  
~~as heretofore duly authorized~~ execute this Agreement on the date first above written,

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WITNESSES:

COUNTY OF RICHLAND

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

BY: \_\_\_\_\_

WITNESSES:

COUNTY OF LEXINGTON

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

BY: \_\_\_\_\_

WITNESSES:

TOWN OF IRMO

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

BY: \_\_\_\_\_

**Intergovernmental Agreement of the Town of Irmo with Richland County and Lexington County for Land Development Services**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_ 2020, by and between the County of Richland, the County of Lexington, bodies politic duly pursuant to S.C. Code Ann. § 4-9-10 *et seq.*, and the **Town of Irmo**, a municipal corporation pursuant to S.C. Code Ann. § 5-7-10 *et seq.*;

WITNESSETH:

**WHEREAS**, The Municipal Limits of the Town of Irmo lie in both Richland and Lexington Counties; and

**WHEREAS**, The Town of Irmo has entered into Intergovernmental Agreements with Richland County and Lexington County for the counties to provide engineering services for land development projects and the maintenance of roadways within the respective counties; and

**WHEREAS**, The Town of Irmo has formally adopted the Stormwater Ordinance and Land Development Manual, with Lexington County to allow for review, approval, and inspection of development for the Town within Lexington County; and

**WHEREAS**, The Town of Irmo desires to continue Intergovernmental Agreements with Richland County and Lexington County; and

**WHEREAS**, Representatives from the Town of Irmo, Richland County, and Lexington County have met to develop the process for determining jurisdictional review, permitting, and inspection authority for land development projects within the Town of Irmo that are located in either Richland County, or Lexington County, or both.

**NOW THEREFORE**, in consideration of the representations set forth herein, the parties agree as follows:

Section One: Determining County of Jurisdiction for Land Development Projects within the Town of Irmo

- A. Projects Entirely within One County—For any Land Development project within the Town of Irmo that is located entirely within either Richland County or Lexington County, such project will be reviewed, inspected, and maintained by the County in which the project is located.
- B. Projects Partially in Both Counties—For projects within the Town of Irmo that lie in both Richland and Lexington Counties, the Town shall submit copies of the proposed development to each county. The following determines which County will be responsible for review and inspection:

1. Residential Developments - The County having more than (50) percent of the existing and proposed roadway within the development that will be maintained by that county will review and inspect the project to that county's engineering standards. Once the final plat has been approved, each county agrees to maintain its respective roadways and storm drainage systems as to the approved plans. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the roadway. The county inspecting the project will notify the other county in writing within ten (10) business days for inspection of major items, to include proof rolls. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
2. Commercial Developments - The County having more than fifty (50) percent of the acreage of disturbance will review and inspect the project to that county's engineering standards. An objective determinant, such as a deed, plat map, survey, or similar documentation, agreed upon by the two counties will decide who has greater than fifty (50) percent of the acreage of disturbance. The use of one county's engineering standards for portions of the development that extend beyond that county's jurisdiction shall in no way obligate that county for any maintenance, repair or liability with respect to the portion that lies outside of that county's jurisdiction.
3. The County responsible for review and inspections will be responsible for notifying the Town and for contacting the developer and/or engineer in writing within ten (10) business days to inform them to which County the project has been allocated.

#### Section Two: Town of Irmo Responsibilities and Land Development Applications

The Town of Irmo shall receive all Land Development applications for processing as established by Town Ordinance to ensure all prerequisites and internal requirements have been met including, but not limited to, the following:

1. As a prerequisite to the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Town of Irmo will maintain an approved Delegated Entity. A Delegated Entity is defined as a local government or other governmental entity such as a tribal government or Conservation District that has received authority to administer an environmental regulatory program in lieu of the State Agency counterpart. Lexington County is the approved Delegated Entity for the Town of Irmo.
2. As a prerequisite to its issuance of building permits for new commercial buildings within the corporate limits, the Town of Irmo will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
3. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Town of Irmo will require the inspection and approval of site

improvements related to stormwater management, floodplain management, and road access.

4. The Town of Irmo will require the submittal of plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County Engineer's office for Quality Assurance and data management purposes. The County will copy to the Town of Irmo any of the quality inspection reports during the execution of the project and any other related documentation for filing purposes.

Once the County of jurisdiction has approved the Land Disturbance Permit and NPDES coverage is acquired, the approved Land Disturbance Permit will be copied to Town of Irmo within ten (10) business days. Approved Land Disturbance Permits shall remain in the custody of the jurisdiction that issued them or of the party herein to whom they were issued.

### Section Three: Richland and Lexington County Maintenance Responsibilities

- A. Through its Department of Public Works, Richland County will provide routine maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Richland County, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances.

Through its Department of Public Works, Lexington County will provide maintenance on all those roads, located within the corporate limits of the Town of Irmo and the geographical territory of Lexington County, that have been accepted for maintenance by the County or in accordance with the Lexington County Stormwater Ordinance Division 3 or the Land Development Manual Chapter 10.

The level of maintenance provided by either County to this Agreement will be subject to the availability of funds, labor, and equipment for that County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits of the Town of Irmo as on those in unincorporated areas of the County providing maintenance pursuant to this Agreement. Maintenance will include:

- Pavement
- Drainage within the right-of-way
- Traffic Control signs
- Street name signs
- Shoulders, if necessary
- Any additional maintenance deemed appropriate by Richland County or Lexington County

With the exception of street name signs, neither County will provide maintenance on roads that have been taken into the State Highway System. Each County will provide maintenance on name signs on the portion of roadways within the Town of Irmo's limits that lie within its geographical territory.



- B. Each County will include the roads it maintains within the Town of Irmo's limits in its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating and in Richland County by funding availability and as allocated to each District of the County per Ordinance Chapter 21.
- C. The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Richland County will be maintained by Richland County subject to the limitations contained in Chapters 21 and 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment for the County's overall drainage maintenance responsibilities and strictly within Richland County's guidelines.

The drainage infrastructure located off of road rights-of-way within the Town of Irmo's limits that lie within Lexington County will be maintained by Lexington County subject to the limitations contained in Lexington County Stormwater Ordinance Division 3.

The same level of maintenance will be provided for drainage infrastructure within the Town of Irmo's limits located within Richland or Lexington County as in the unincorporated areas of Richland or Lexington County. Maintenance will include:

- Cleaning drainage ditches.
- Cleaning and/or repairing closed storm sewers.
- Cleaning and/or repairing catch basins, drop inlets, junction boxes.
- Minor ditch excavation.
- Minor storm sewer installation that can be accomplished by County maintenance forces.
- Any additional maintenance deemed appropriate by Richland or Lexington County.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the Public Works Director of the County at issue.

#### Section Four: Funding

Richland County will assess the residents of the Town of Irmo in Richland County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Richland County.

Lexington County will assess the residents of the Town of Irmo in Lexington County the same taxes and fees for the services set forth herein, and at the same rates that are assessed in the unincorporated areas of Lexington County.

The taxes and fees generated thereby shall be compensation to Lexington and Richland County for the services provided by each County hereunder. The provisions of this section apply to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees
- Stormwater Utility fees

“C” funds allocated to Richland County pursuant to State law will be utilized by Richland County for road improvement projects within the corporate limits in Richland County as well as in the unincorporated parts of Richland County. Richland County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

“C” funds allocated to Lexington County pursuant to State law will be utilized by Lexington County for road improvement projects within the corporate limits in Lexington County as well as in the unincorporated parts of Lexington County. Lexington County will initiate projects on behalf of the Town of Irmo in accordance with its capital road improvement programs.

#### Section Five: Termination

This Agreement may be terminated by any party upon giving ninety (90) days’ notice of the intent to terminate to the non-terminating parties.

In the event the Municipality terminates this Agreement, the Counties shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. The Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

#### Section Six: Term

This Agreement shall be effective once executed by the parties and shall continue for five (5) years therefrom. This Agreement may be extended by the parties either through an amendment to this Agreement or a new agreement.

#### Section Seven: Previous Agreements

This agreement supersedes all previous agreements between the Town of Irmo and Richland County for land development services.

The Town of Irmo currently has an Intergovernmental Agreement (IG) with Lexington County Outlining the Implementation of the Stormwater Management Program (SWMP) in Support of the National Pollutant Discharge Elimination System (NPDES) General Permit for Small Municipal Separate Storm Sewer System (SMS4). This new agreement will better define the responsibilities of services to implement Minimum Control Measure (MCM4) as shown in the 2014 IG as line Item #7. These services are now being provided to the Town of Irmo by both Lexington County and Richland County.

#### Section Eight: Indemnification

The Town shall defend and hold harmless Richland County, its agents, and representatives, including but not limited to its employees (Indemnities), from any costs arising out of the performance of the services provided by the Indemnities under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Town in administering or performing this Agreement. The Town shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the work or performance pursuant to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Town, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement. The terms and conditions contained in this Section shall survive the termination of this Agreement or the suspension of the work or services provided hereunder.

#### Section Nine: Insurance

Each party shall maintain insurance, whether commercial or self-funded, in amounts sufficient to fulfill its obligations and potential liabilities under this Agreement, but in no event shall such amounts be less than the limits of claims arising under the South Carolina Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first above written,

WITNESSES:

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

COUNTY OF RICHLAND

BY: \_\_\_\_\_

WITNESSES:

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

COUNTY OF LEXINGTON

BY: \_\_\_\_\_

WITNESSES:

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

TOWN OF IRMO

BY: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending the Fiscal Year 2021 General Fund Annual Budget by \$921,103 to amend the School Resource Officer Budget

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020

Third Reading: November 10, 2020 {Tentative}

Public Hearing: November 10, 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 \$921,103 TO AMEND THE SCHOOL RESOURCE OFFICER 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 Nine Hundred Twenty One Thousand One Hundred Three Dollars (\$921,103) be appropriated to amend the School Resource Officers Budget using the General Fund 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:	<b>\$187,793,522</b>
Increase appropriation:	\$921,103
Total Amended Revenue/Sources Budget	188,714,625

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	<b>\$187,793,522</b>
Increased Expenditures and Transfers Out:	\$921,103
Total Amended Expenditures/Uses Budget	\$188,714,625

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

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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 School Resource Officer Fund Annual Budget by \$647,103 to account for RCSD needs

**Notes:**

First Reading: September 15, 2020

Second Reading: October 6, 2020

Third Reading: November 10, 2020 {Tentative}

Public Hearing: November 10, 2020



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-21HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2021 SCHOOL RESOURCE OFFICER FUND ANNUAL BUDGET BY \$647,103 TO ACCOUNT FOR RCSD NEEDS

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 Six Hundred Forty Seven Thousand One Hundred Three Dollars (\$647,103) be appropriated to amend the SRO Budget using the General Fund Fund Balance. Therefore, the Fiscal Year 2021 School Resource Officer Budget is hereby amended as follows:

REVENUE

Revenue and Sources appropriated as of July 1, 2020 as approved and Amended:	\$6,148,303
Increase appropriation:	\$647,103
Total Amended Revenue/Sources Budget	\$6,795,406

EXPENDITURES

Expenditures and Uses appropriated as of July 1, 2020 as approved and Amended:	\$6,148,303
Increased Expenditures and Transfers Out:	\$647,103
Total Amended Expenditures/Uses Budget	\$6,795,406

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 authorizing consent for annexation to the City of Columbia for .509± Acre on S/S Candi Lane, which is a portion of TMS # 07208-03-02; a part of the Three Rivers Greenway

**Notes:**

First Reading: October 6, 2020

Second Reading: October 20, 2020

Third Reading: November 10, 2020 {Tentative}

Public Hearing: November 10, 2020



**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**

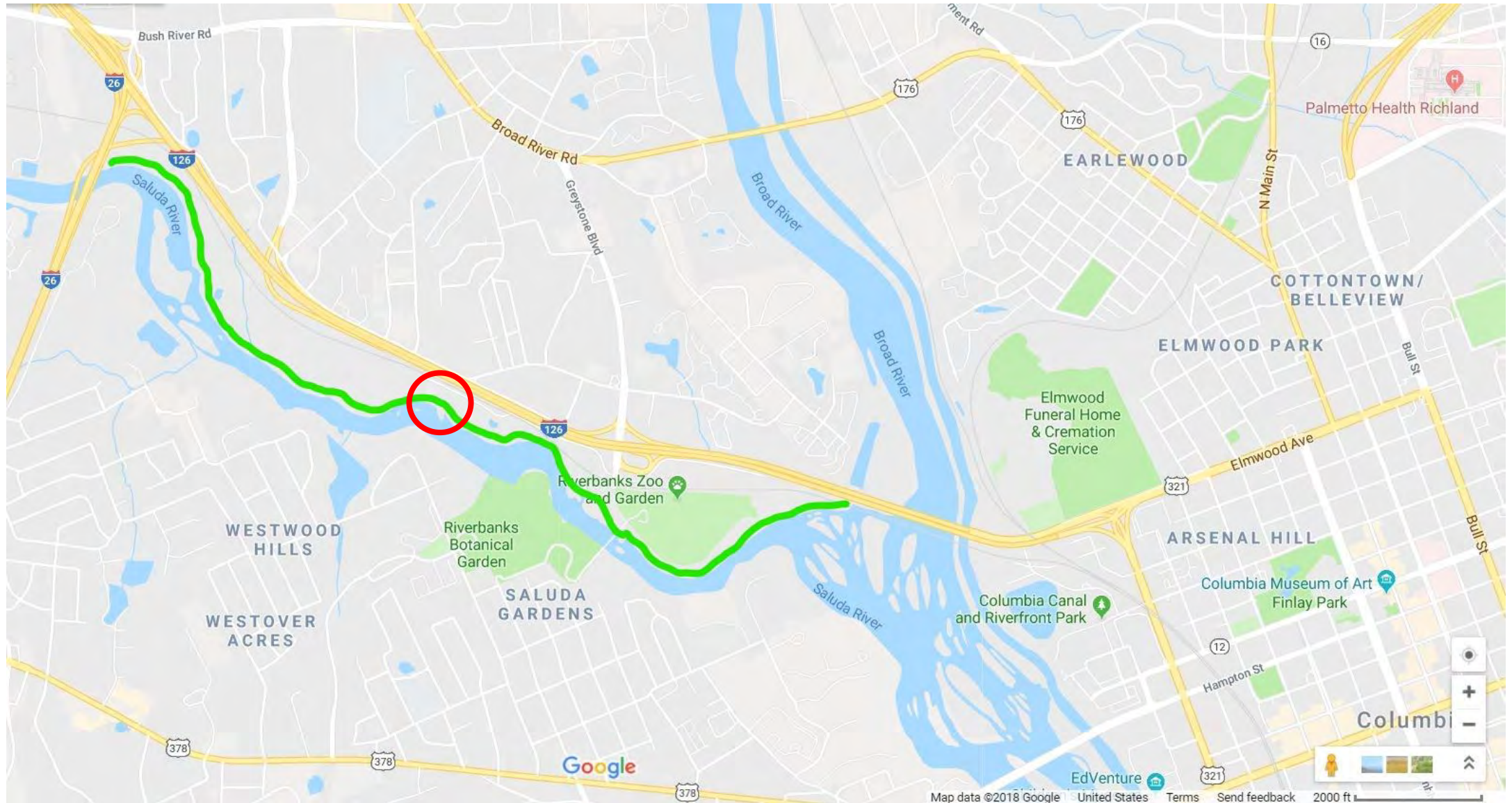
Date: \_\_\_\_\_

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



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

AN ORDINANCE AUTHORIZING CONSENT FOR ANNEXATION TO THE CITY OF COLUMBIA FOR .509± ACRE ON S/S CANDI LANE, WHICH IS A PORTION OF TMS# 07208-03-02; A PART OF THE THREE RIVERS GREENWAY.

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 consent for annexation to the City of Columbia for .509± acre on S/S/ Candi Lane, which is a portion of TMS# 07208-03-02, the particular dimensions of which are specifically described in the attached Consent to Annexation, 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.

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

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



## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and Project Sunshine to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; authorizing the administration of a grant; approving the transfer of certain real property; and other related matters

**Notes:**

First Reading: October 6, 2020

Second Reading: October 20, 2020

Third Reading: November 10, 2020 {Tentative}

Public Hearing: November 10, 2020

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT SUNSHINE; TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AUTHORIZING THE ADMINISTRATION OF A GRANT; APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County under the name the “I-77 Corridor Regional Industrial Park” (“Park”) and the County has previously located certain property within the Park;

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, Project Sunshine (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs, all within five year of the commencement of operations; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into (1) a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; (2) a Purchase Agreement, the form of which is attached as Exhibit B (the “Purchase Agreement”), pursuant to which the County will transfer approximately 138 acres of land to the Sponsor (the “Property”); and (3) an Incentive Agreement with the Sponsor, the South Carolina Department of Commerce, and the South Carolina

Coordinating Council for Economic Development, the City of Columbia, and Palmetto Railways which summarizes the incentives provided to the Sponsor, and provides for certain additional incentives, the form of which is attached hereto as Exhibit C (the “Incentive Agreement”).

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

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project to the public are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement and Incentive Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement and the Incentive Agreement with respect to the Project, including the extension of the Investment Period (as defined in the Fee Agreement), are hereby approved. The form, terms and provisions of the Fee Agreement and the Incentive Agreement that are before this meeting are approved and all of the Fee Agreement’s and Incentive Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement and the Incentive Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and the Incentive Agreement and to deliver the Fee Agreement and the Incentive Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The location of the Project in the Park boundaries is ratified and confirmed. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary (if any) to affirm the Park boundaries.

**Section 4. *Real Property Considerations.*** The form, terms and provisions of the Purchase Agreement that is before this meeting is approved and all of the Purchase Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Purchase Agreement in the form attached with any revisions or changes thereto as are not materially adverse to the County as approved by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Purchase Agreement and to deliver the Purchase Agreement to the Sponsor.

The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the Property and the execution of a limited warranty deed and other closing documents, to accomplish the transfer of the Property and the

inducement of Sponsor to locate in the County.

**Section 5. *Grant Acceptance and Administration.*** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project's benefit according to any documents governing the receipt and expenditure of the grant funds.

**Section 6. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance, the Fee Agreement, the Incentive Agreement, and the Purchase Agreement.

**Section 7. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 8. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 9. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading:       October 6, 2020  
Second Reading:     October 20, 2020  
Public Hearing:       November 10, 2020  
Third Reading:       November 10, 2020

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT  
AGREEMENT**

**BETWEEN**

**PROJECT SUNSHINE**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF NOVEMBER 1, 2020**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	Project Sunshine (or Project Sunshine 2020)	
<b>Project Location</b>	Pineview Industrial Park	
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	40 years	Article I; Definitions
• Contract Minimum Investment Requirement	\$400,000,000	Article I; Definitions
• Contract Minimum Jobs Requirement	325 full time jobs	Article I; Definitions
• Investment Period	10 years	Article I; Definitions
• Assessment Ratio	4%	§4.1(a)(ii)
• Millage Rate	477.5 mills, which is the millage rate as of June 30, 2020 (property tax year 2019)	§4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	Fixed	§4.1(a)(iii)
• Claw Back Information	Failure to reach 90% of the Contract Minimum Jobs Requirement or Contract Minimum Investment Requirements shall result on a pro-rata claw back on the SSRC, calculated as provided herein.	Article VI
<b>Multicounty Park</b>	Fairfield-Richland Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018	Article I; Definitions
<b>Infrastructure Credit</b>		
• Brief Description	58% year 1; 50% years 2 -15	§5.1; Exhibit D
• Credit Term	15 years	§5.1; Exhibit D
• Claw Back Information	See above	
<b>Other Information</b>		

**FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of November 1, 2020, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT SUNSHINE, a corporation organized and existing under the laws of the State of Delaware, previously referred to as Project Sunshine or Project Sunshine 2020 (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide special source revenue credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs;

(d) By an ordinance enacted on November 10, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement]to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs,

expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments, Infrastructure Credits or other incentives provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2021.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than four hundred million dollars (\$400,000,000).

“**Contract Minimum Jobs Requirement**” means not less than three hundred twenty-five (325) full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2071, the Final Termination Date is expected to be January 15, 2073, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending ten (10) years after the Commencement Date, as extended, pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period is expected to end on December 31, 2031.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (as amended from time to time), between the County and Fairfield County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 3

9<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means [PROJECT SUNSHINE] and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on October 6, 2020 by adopting an Inducement Resolution, as defined in the Act.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will

be placed in service during the calendar year ending December 31, 2021. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2022, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use for the term of the Fee Agreement the fair market value of the Real Property as determined by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years), multiplied by
- (ii) An assessment ratio of four percent (4%), multiplied by
- (iii) A fixed millage rate equal to 477.5 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the

calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and



elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

#### **Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

## **ARTICLE V ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## ARTICLE VI CLAW BACK

**Section 6.1. *Claw Back.*** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

## ARTICLE VII DEFAULT

**Section 7.1. *Events of Default.*** The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

### **Section 7.2. *Remedies on Default.***

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and

from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.4. *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within

60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses up to an amount of \$12,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## ARTICLE X MISCELLANEOUS

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

||

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough LLP  
Meridian, 17<sup>th</sup> Floor  
1320 Main Street  
Columbia, SC 29201  
Attention: Edward Kluiters

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*



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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

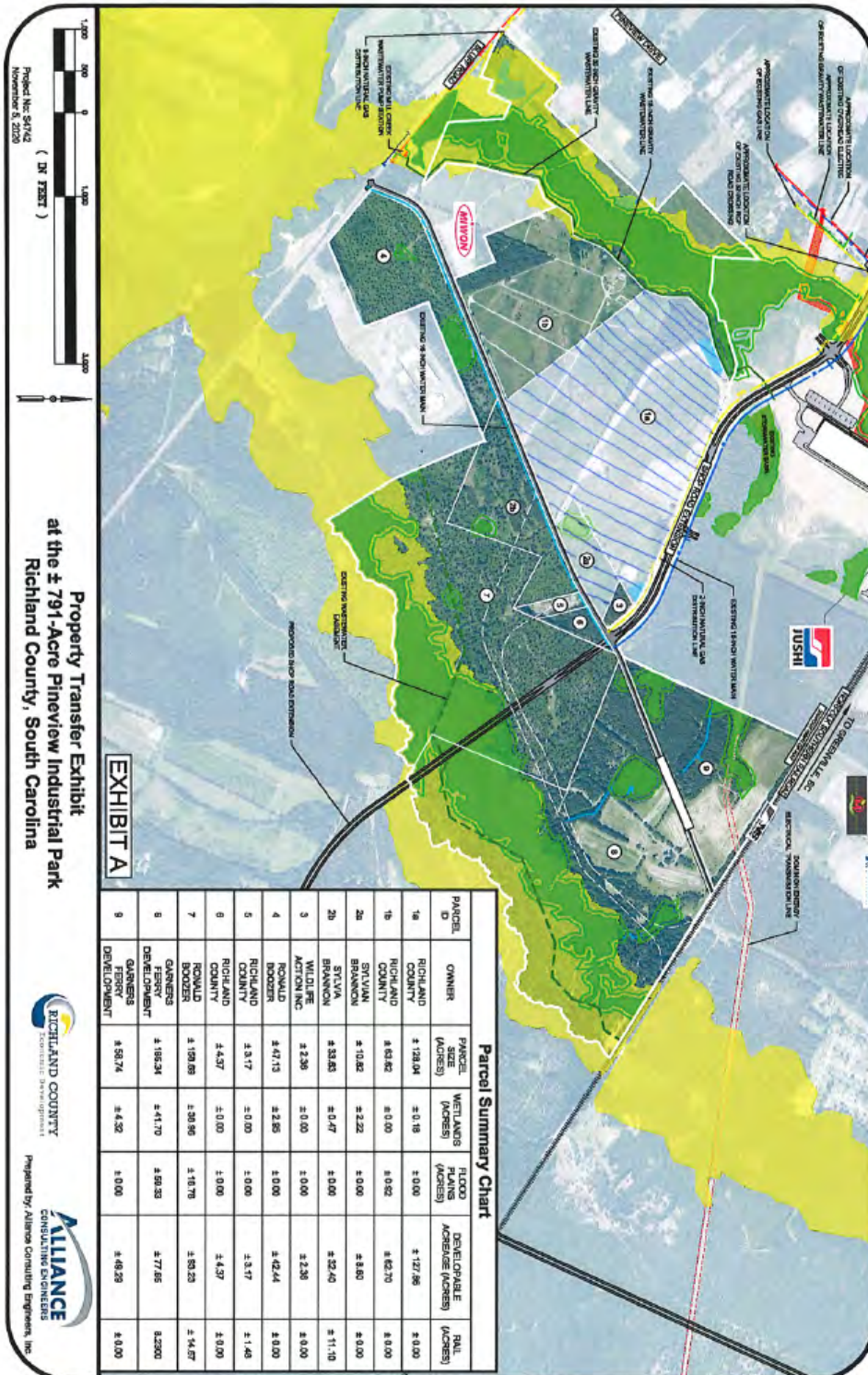
*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement]*

**[PROJECT SUNSHINE]**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement]*

# EXHIBIT A PROPERTY DESCRIPTION



**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING  
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The County agrees to provide a Infrastructure Credit for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% Infrastructure Credit to be applied against the Company's FILOT payment on the Project for the first year of the term of the Fee Agreement and a 50% Infrastructure Credit for the next 14 years. The total amount of the Infrastructure Credit shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year's annual FILOT Payment.



**EXHIBIT E (see Section 6.1)  
DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]**

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted and, if the Company meets an average of 90% of the job and investment goals, then the claw back reimbursement obligation under this Fee Agreement will not apply.

*For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$410,000,000 had been invested at the Project and 200 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 200/[Contract Minimum Jobs Requirement] = 66.66%%*

*Investment Achievement Percentage = \$400,000,000/[\$[Contract Minimum Investment Requirement]] = 100%*

*Overall Achievement Percentage = 66.66C% + 100%/2 = 83.33% (is less than 90%)*

*Claw Back Percentage = 100% - 83.33% = 16.67%*

*Repayment Amount = \$100,000 x 16.67% = \$16,670*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

**EXHIBIT B**  
**FORM OF LAND PURCHASE AGREEMENT**

## PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”), entered into this \_\_\_ day of November, 2020 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and [ ], a Delaware corporation referred to from time to time as “Project Sunshine” or “Project Sunshine 2020,” hereinafter called the Buyer.

WITNESSETH: that for and in consideration of the sum of One Hundred Dollars (\$100.00) (the “Purchase Price”) and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

See attached parcels 1a, 1b, and 2a, as identified on Exhibit A (the "Property").

Tax Map No. R16100-02-02 (portion); R16100-02-20; R16100-02-19 (portion).

### 1. **Buyer’s Rights Prior to Closing - Inspection Period.**

(a) The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and from the period following the Effective Date up until the Closing date, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have full and complete access to the Property, and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, mechanical (including plumbing, HVAC and electrical), topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the “Investigations”) as the Buyer deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property, unless otherwise agreed to in writing by Seller which agreement shall not be unreasonably withheld, delayed or conditioned. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, reasonable costs, expenses actually incurred and liabilities including reasonable attorneys’ fees to the extent caused by Buyer's efforts in undertaking the Investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Investigations shall be repaired to a substantially similar condition that existed prior to the “Effective Date” in the event Buyer fails to close or terminates this Agreement. Within five (5) days of the Effective Date Seller shall provide Buyer with copies (in an electronic format where available) of all reports pertaining to the Property in Seller’s possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have relating to the Property.

(b) Buyer shall have 90 days from the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer’s intended use of the Property (such period being herein referred to as the “Inspection Period”). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall

give written notice of such termination to the Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have any further rights or obligations hereunder except for any obligations of the Buyer under Section 1.a. above.

(c) To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

2. **Seller Covenants.**

(a) Seller shall keep the Property in its present state up to the Closing. The Seller hereby covenants and agrees to convey the Property to the Buyer, its successors or assigns in fee simple by limited warranty deed, free from all defects and encumbrances to the Buyer, except for those identified on Exhibit B attached hereto. Seller shall pay for Seller's attorney's fees, preparation of deed fees and all costs necessary to satisfy any liens imposed upon the Property and deliver marketable title, including recording of satisfactions. Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at Closing and be responsible for all other Closing costs. Notwithstanding the above, Buyer and Seller agree that the fair market value of the Property is established at \$3,100,000 for purposes of transfer taxes and taxation and/or fee in-lieu-of taxes.

(b) Seller and Buyer shall agree on a survey establishing the exact boundaries of the Property (as defined herein) prior to Closing (the "Survey").

3. **Seller and Buyer Covenants, Representations and Warranties.** Seller makes the following covenants, representations and warranties, each of which is material and relied upon by Buyer:

(a) Seller is either (i) the sole owner of good, fee simple, unencumbered, marketable, and insurable title, or (ii) possesses an option to purchase to all of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) To the best of Seller's knowledge, except as expressly stated in this Agreement, there are no encroachments, easements, or rights-of-way on, over, under, or across the Property or any part of it which are not of record.

(c) To the best of Seller's knowledge, no part of the Property is subject to any unrecorded building or use restrictions or any unrecorded easements or rights-of-way except as disclosed in this Agreement.

(d) To the best of Seller's knowledge, there are no violations of any rule, regulation, code, resolution, ordinance, statute, or law involving the use, maintenance, operation, or condition of the Property.

(e) With respect to the Property, the Seller represents that the Seller has no actual knowledge (i) that the Property is or may be in violation of applicable federal, state or local environmental laws and regulations (“Environmental Requirements”) including, without limitation, the Clean Water Act of 1972 (“CWA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) and the Resource Conservation and Recovery Act of 1976 (“RCRA”); (ii) of any pending or threatened investigation or inquiry by any environmental government authority relating to the Property; (iii) that hazardous substances or hazardous wastes have been disposed of or otherwise released on the Property; (iv) that the Seller, in respect of the Property, is subject to any remedial obligations under any Environmental Requirements; and (v) of any claim or suit or threatened claim or suit of a non-governmental third party with regard to damage to such third party based upon environmental matters or environmental related matters in the use, operation or ownership of the Seller’s Property. For purposes of this provision, the terms “hazardous substance” and “release” shall have the meanings specified in CERCLA; the terms “hazardous waste” and “disposal” (or “disposed”) shall have the meanings specified in RCRA; provided that, to the extent that applicable state laws establish a meaning for “hazardous substance,” “release,” “hazardous waste,” or “disposal” which is broader than that specified in CWA, CERCLA or RCRA, such broader meaning shall apply.

(f) Seller has no knowledge of any violations of building, housing, safety, accessibility, fire, zoning, health, environmental, or other laws, rules or regulations affecting the Property. Seller will notify Buyer promptly if Seller receives any such notice prior to Closing.

(g) All labor performed and materials supplied for the Property have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(h) No condemnation proceedings are pending, or to the best of Seller’s knowledge are threatened, against the Property or any part thereof, and Seller has not received any oral or written notice that any public authority or utility intends or desires to take or use the Property or any part thereof.

(i) All statements made and information given to Buyer in this Agreement, including any related Schedules and Exhibits, are true and accurate in every material respect, and no material fact has been withheld from Buyer. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading.

(j) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property, except as specifically stated in this Agreement or any related Schedules and Exhibits.

(k) To the best of Seller’s knowledge, no other person, firm, or entity has any rights in or right to acquire the Property or any part thereof.

(l) There are no contracts or agreements for services rendered in connection with the Property which Buyer shall be required to take the Property subject to, except as are herein provided.

(m) Buyer shall not have any responsibility for any pre-existing conditions on the Property.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing for a period of nine (9) months.

4. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period, (as may be extended pursuant Section 1(c)). Seller shall bear all risk of loss until the Closing. If Buyer does not terminate this Agreement within the Inspection Period, Buyer shall have the right to extend the Closing date for an additional 30 day extension period, hereafter the "Extension Period", provided Buyer pays to Seller a nonrefundable deposit equal to \$100.00, hereafter the "Deposit", payable before the date that is 30 days after the expiration of the Inspection Period. If the Buyer does not terminate this Agreement within the Inspection Period, absent a Seller default, the Deposit (if any) shall apply to the Purchase Price. At any time during the contract period Buyer may give Seller written notice that Buyer is ready to close at which time the closing shall occur within 15 days from such notice or such other period as may be agreed to by Seller and Buyer. Upon Closing, Seller shall transfer the title and ownership of the Property to Buyer and deliver:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, but excluding any indemnity that Seller is prohibited from giving pursuant to applicable law, including but not limited to (1) an owner's affidavit that there are no parties now in the use or possession or control of the Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.
- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this

Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

5. **Default.** Upon failure of the Seller to comply with the terms of this Agreement, within the stipulated time, Buyer shall have the rights and options as Buyer's remedies to either (a) immediately terminate this Agreement upon written notice to the Seller; (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement, and to recover all costs and expenses, including reasonable attorney's fees incurred by Buyer in such action; or (c) any and all other remedies whether at law or in equity. Notwithstanding the foregoing, Buyer acknowledges that Seller shall have no liability to Buyer for Seller's failure to acquire any portion of the Property not owned by Seller as of the date hereof for reasons outside of Seller's control.

6. **Cancellation.** In case Buyer is not able to proceed with construction of Buyer's intended manufacturing facility on the Property, including, but not limited to, a failure to obtain the necessary environmental operating permits, Buyer shall provide notice to Seller of its inability to proceed with the construction of its project and shall reconvey the Property and Seller agrees to accept such conveyance of the Property. This Agreement shall, upon Buyer providing such notice of inability to proceed to Seller, terminate and be of no further force and effect.

7. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by Federal Express, UPS or other national overnight courier service, as of the date such notice is deposited for delivery with the national overnight courier service; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above; and (v) if by e-mail, when the message is received by the addressee provided that such addressee acknowledges same or that a hard copy referencing the date of the email delivery is sent the same day by one of the other delivery methods.

To Seller:

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
1201 Main Street, Suite 910  
Columbia, SC 29201

With a copy to: (does not constitute notice):

Parker Poe Adams & Bernstein LLP  
Attn: Ray Jones

1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

To Buyer:

[ ]

With a copy to: (does not constitute notice):

Mr. Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

and

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

8. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement; provided any time period which ends on a Saturday, Sunday or State or Federal holiday shall be deemed extended such that it shall end on the next business day thereafter.

9. **Assignments.** This Agreement may be assigned by Buyer to the entity to be formed as contemplated in the first sentence of this or an affiliate of Buyer without Seller's approval, but with prior notice to Seller. Buyer may assign this Agreement to any party not identified in the first sentence of this Section 9, but only with Seller's consent which consent shall not be unreasonably withheld, delayed or conditioned.

10. **Successors and Assigns.** This Agreement is binding upon the parties, their heirs, executors, administrators, successors or assigns. The recitals above are hereby incorporated into and made a part of this Agreement.

11. **Governing Law.** This contract shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. **Survival of Obligations.** All provisions which, by their terms, are intended to survive the Closing, including, but not limited to the provisions of Sections 1(a) and 3, shall survive the Closing.



13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supersedes any prior discussions, agreements and negotiations heretofore.

[SIGNATURE PAGE FOLLOWS]

Witness our Hands and Seals the day and year first above written.

Buyer: [ ]

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

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

Date signed: \_\_\_\_\_, 2018

Seller: RICHLAND COUNTY, SOUTH CAROLINA

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

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

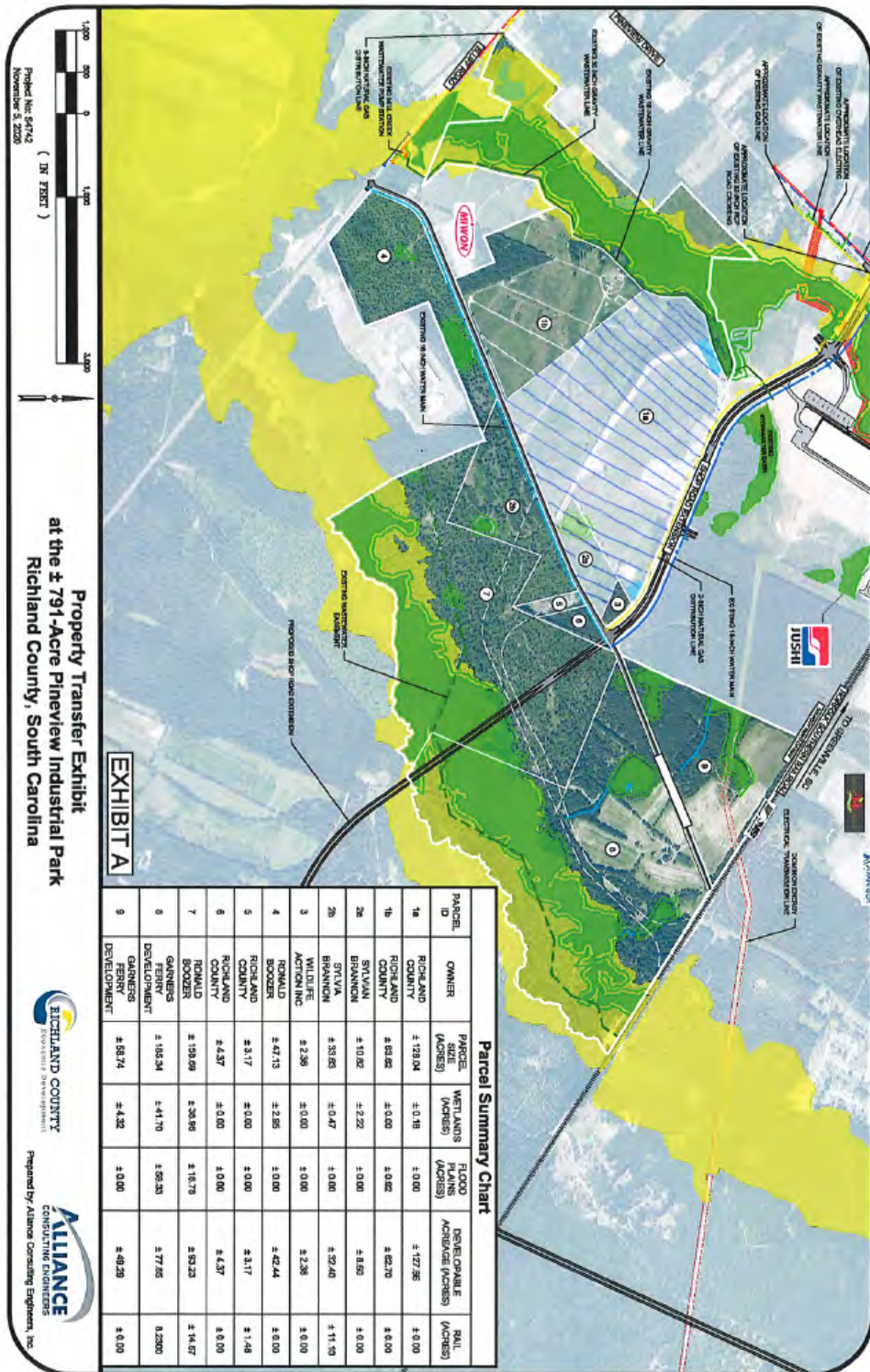
Date signed: \_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

Approximately 138 acres consisting of the parcels with Tax Map No.'s R16100-02-02 (portion); R16100-02-20; and R16100-02-19, generally delineated as parcels 1a and 2a on Exhibit A-1 attached hereto.

# EXHIBIT A-1



**Parcel Summary Chart**

PARCEL ID	OWNER	PARCEL (ACRES)	WETLANDS (ACRES)	FLOOD ZONE (ACRES)	DEVELOPABLE (ACRES)	RAIL (ACRES)
1a	RICHLAND COUNTY	± 123.04	± 0.19	± 0.00	± 127.96	± 0.00
1b	RICHLAND COUNTY	± 63.62	± 0.00	± 0.62	± 62.70	± 0.00
2a	SULLYMAN BRYANNON	± 10.82	± 2.22	± 0.00	± 8.65	± 0.00
2b	SULLYMAN BRYANNON	± 33.65	± 0.47	± 0.00	± 32.48	± 11.59
3	WILDLIFE ACTION INC	± 2.38	± 0.00	± 0.00	± 2.38	± 0.00
4	RENNALD BOODER	± 47.13	± 2.65	± 0.00	± 42.44	± 0.00
5	RICHLAND COUNTY	± 3.17	± 0.00	± 0.00	± 3.17	± 1.48
6	RICHLAND COUNTY	± 4.37	± 0.00	± 0.00	± 4.37	± 0.00
7	RONALD BOODER	± 158.69	± 28.86	± 16.75	± 83.23	± 14.47
8	GARNERS DEVELOPMENT	± 182.34	± 41.70	± 59.20	± 77.65	± 20.00
9	GARNERS DEVELOPMENT	± 58.74	± 4.32	± 0.00	± 49.29	± 0.00

Property Transfer Exhibit  
 at the ± 791-Acre Pineview Industrial Park  
 Richland County, South Carolina



Project No: SP174  
 November 5, 2020

( IN FEET )



## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. Ad valorem taxes for the year of Closing.
2. All zoning, subdivision, land use and other laws, regulations or ordinances applicable to the Property.
3. Any matter disclosed by Buyer's Title Insurance Commitment (other than consensual liens placed upon the Property by Seller which shall be removed at Closing by the payment of money from Seller's proceeds) or by the Survey, which is not objected to by Buyer to Seller.

**EXHIBIT C**  
**FORM OF INCENTIVE AGREEMENT**

# INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT (this “**IA**”) is hereby dated as of the 10<sup>th</sup> day of November, 2020, by and among Project Sunshine (a/ka “Project Sunshine 2020”) (the “**Company**”), Richland County, South Carolina (the “**County**”), the South Carolina Department of Commerce (“**DOC**”), the South Carolina Coordinating Council for Economic Development (the “**Coordinating Council**”), the City of Columbia (the “**City**”), and South Carolina Department of Commerce, Division of Public Railways d/b/a Palmetto Railways (“**Palmetto Railways**”) (the County, DOC, the Coordinating Council, the City and Palmetto Railways shall be collectively referred to herein as the “**Public Parties**”).

## WITNESSETH:

WHEREAS, the Company contemplates the establishment of a beverage manufacturing facility (the “**Project**”) in the County; and

WHEREAS, the Company anticipates that the Project will result in an investment of approximately \$400 million and the creation of approximately 325 new, full-time jobs in the County by December 31, 2025; and

WHEREAS, based on the information the Company has provided, the Public Parties intend to provide certain funds and other incentives as an inducement for the Company to locate the Project in the County; and

WHEREAS, the location of the Project in the County provides the opportunity for the Public Parties to establish rail infrastructure that will facilitate expansion opportunity for the Company and the location of its suppliers as well enhance development potential of at least two industrial sites adjacent to the Project; and

WHEREAS, the purpose of this IA is to set forth the various intentions and make such commitments as are expressly set forth herein of the parties hereto to induce the Company to locate the Project in the County; and

WHEREAS, some of the terms set forth in this IA are summary in nature and the complete terms of the various commitments will be contained in the final agreements relating to the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1 PUBLIC PARTIES COMMITMENTS

1.1. Land. The County will transfer to the Company or an Affiliate (as defined in Section 2.1 hereof), as identified by the Company to the County, in return for a payment of \$100.00 by the Company, fee simple absolute marketable and insurable title to approximately 138 acres of land, free and clear of liens and encumbrances, located north of Longwood Road in the County in the Pineview Industrial Park and more particularly described in Exhibit A attached hereto (the “**Land**”). The

boundary of the Land is being established based on a preliminary design provided by the Company. The Company is in the process of designing the layout of the Project on the Land and may request an adjustment of the boundary line as may be needed to accommodate the project. The County agrees to any such adjustment requested by the Company provided any adjustment involving any land other than the Expansion Land (as defined below) will require the consent of the County. To the extent the acreages of the Land and the Expansion Land are affected, the revised acreages shall be substituted for the acreages used throughout this IA. The County represents it owns the Land or, in case of approximately 10 acres owned by the Sylvia Brannon estate, the County has an option to purchase which option the County as exercised. To the extent needed, the County agrees to call special meetings to approve the conveyance of the Land to the Company. The County agrees it will assist with the Company obtaining fee simple title to the approximately 2.36 acre parcel of land currently owned by Wildlife Action Inc. (Parcel No. R16100-02-22) (the “**Wildlife Action Parcel**”), and this parcel will be included in the definition of Land.

The County will make the transfer of the Land (except the Wildlife Action Parcel) by limited warranty deed upon receiving a written request for same from the Company, which request shall be provided by the Company to the County at least 10 days before the date on which the transfer is to occur. The Company, as buyer, and the County, as seller, shall each bear their respective customary closing costs arising from the transfer of the Land.

In connection with the transfer of the Land, the County will also transfer fee simple absolute marketable and insurable title to the remaining approximately 64 acres located north of Longwood Road more particularly described on **Exhibit C** attached hereto (the “**Expansion Land**”). However, the transfer of the Expansion Land shall be subject to a reverter clause in case the Company does not expand on all or a portion of the Expansion Land or a supplier to the Company does not locate on some or all of the Expansion Land (collectively, the “**Additional Project**”) within 30 months of the transfer of the Expansion Land and such Additional Project does not represent an investment of at least \$150 million. The County represents it owns the Expansion Land.

The County will, no later than December 1, 2020, purchase approximately 35.5 acres shown on **Exhibit B** attached hereto to establish right of way and provide rail service to the Land and the Expansion Land (or as much acreage as is needed for the right of way) (the “**Rail Land**”). The County represents that it has a valid option to purchase the Rail Land. After purchasing the Rail Land, the County will either convey fee simple title to the Rail Land to Palmetto Railways or grant an easement to Palmetto Railways, all for the purpose of constructing, ownership, maintenance, and use of the rail spur necessary to serve the Land, the Expansion Land, and the adjacent industrial sites. The Company shall also obtain an easement for the benefit of the Land and the Expansion Land from the fee simple owner of the Rail Land to use the Rail Land for rail service to the Land and the Expansion Land.

The County will provide to the Company the most recent Phase I Environmental Site Assessment, and any other most recent studies related to the Land, the Rail Land and the Expansion Land that the County has had conducted with respect to the Land, the Rail Land, and the Expansion Land (collectively, “**Studies**”). The Company may, so long as notice is given to the County, reject the Land, the Rail Land, and the Expansion Land if the Company, in its sole discretion, determines, based on the Studies, the Company’s Phase I Environmental Site Assessment and any additional information or data obtained by the Company, and the matters disclosed therein, that the Land, the Rail Land, or the Expansion Land is not suitable for the Project. The Company is responsible for the



costs of any due diligence work in addition to the Studies that the Company desires to be done with respect to the Land, the Rail Land, and the Expansion Land.

1.2. Utilities. The County will use best efforts to assist the Company in obtaining connections for utilities (including, but not limited to, electricity, gas, water, and sewer) to the Land at a location or locations reasonably acceptable to the Company, with capacities needed for the Company's manufacturing operations.

1.2.1. Natural Gas. Dominion has agreed to extend a gas service line onto the Land and to install a meter station at no cost to the Company no later than April 1, 2021. Dominion has provided a letter to the Company to this effect. The County agrees to timely consider and work with Dominion to obtain any required encroachment permits needed from the County in order for Dominion to extend the gas line to the Land. Subject to available resources and to the extent permitted by law, DOC and the County will use best efforts to facilitate and support the Company's negotiations with Dominion and the extension of the gas line to the Land.

1.2.2. Electricity. Electric service to the Land shall be provided by Dominion under Dominion's Economic Development Rider. Dominion will provide electric service for both the construction of the manufacturing facility on the Land through an existing distribution line and for the operations of the manufacturing facility through a new transmission line and a new substation which Dominion has agreed to construct on the Land at no cost to the Company. Dominion has provided a letter to the Company to this effect. The County agrees to timely consider and work with Dominion to obtain any required easements and/or encroachment permits needed from the County in order for Dominion to extend power line(s) to the Land. Subject to available resources and to the extent permitted by law, DOC and the County will use best efforts to facilitate and support the Company's negotiations with Dominion.

1.2.3. Water Service. Water service to the Land shall be provided by the City, as evidenced by the water availability letter attached hereto as **Exhibit D**. There is a 16-inch water main in the Shop Road Extension right-of-way, as well as a 16-inch water main currently under construction in the Longwood Road right-of-way. Other than as outlined in the letter attached hereto as **Exhibit D**, there are no other City fees applicable to the construction and permitting of the Project.

1.2.4. Sewer Service. The City will also provide wastewater treatment service to the Land as evidenced by the wastewater treatment availability letter attached hereto as **Exhibit D**. There is a 15-inch gravity sewer main at the western side of the Land providing sewer availability. Subject to available resources and to the extent permitted by law, the County and DOC will, if requested by the Company, use its best efforts to facilitate and support the Company obtaining permits and the required right of way for direct discharge of pre-treated wastewater. Other than as outlined in the letter attached hereto as **Exhibit D**, there are no other City fees applicable to the construction and permitting of the Project.

1.2.5. Rail. Businesses that locate upon the Land, including the Company, expect to use the rail service provided by Norfolk Southern Railway Corporation ("NSR") as evidenced by the letter attached hereto as **Exhibit E**. Subject to available resources and to the extent permitted by law, DOC, Palmetto Railways, and the County will use their best efforts, to facilitate and support negotiations with NSR service to the Land over the rail as depicted on the Site Plan (the "Rail") and to obtain any required approvals for the construction of the Rail to the Land and the Expansion Land.

The exact location of the Rail and configuration thereof is currently being evaluated by the Company, the County, Palmetto Railways and NSR and will depend on the final layout of the Project on the Land and the agreement of NSR, the Company and Palmetto Railways.

Once the final location of the Rail is approved by the Company, NSR, and Palmetto Railways, Palmetto Railways agrees to cause the construction of the Rail, and in accordance with American Railway Engineering and Maintenance-of-Way Association and the NSR standards. Palmetto Railways agrees to: (i) submit a detailed budget to the Company and the Council for review and approval no later than March 1, 2021; (ii) competitively bid the construction for the Rail by posting a construction RFP no later than May 1, 2021; and (iii) commence construction of the Rail by July 1, 2021. Such dates are contingent on the Company providing Palmetto Railways, not later than December 4, 2020, a detailed layout of the Project that specifies where the Rail will be connected to the Land.

The Rail will be completed by or before December 31, 2021, or as soon thereafter as mutually agreed upon by Company, NSR, and Palmetto Railways. Should Palmetto Railways not have completed the Rail by such date, any remaining State Grant (as defined below) funds will be used to reimburse the Company for site preparation and other infrastructure improvements as provided in the Performance Agreement (as defined below). The parties anticipate that the rail spur will include an at-grade crossing of Longwood Road. Palmetto Railways agrees to obtain all required permits and approvals associated with the construction of the rail spur, and the at-grade and right of way crossings and further agrees to install appropriate and necessary crossing protection at Longwood Road, as required under then applicable federal regulations. Palmetto Railways will enter into a side track user agreement, industry service agreement (or comparable instrument) with NSR, the Company, and any other company that hereafter seeks access to the Rail for purposes of receiving rail transportation service, which agreements will contain an appropriate fee to offset the costs of ongoing routine maintenance of the rail spur.

Notwithstanding the foregoing, if any delays in any of the dates in the two paragraphs above are caused by the Company, NSR, or some other source not under the control of Palmetto Railways, the dates will be extended accordingly.

Funding for the Rail shall be provided through the State Grant (subject to the conditions in this Section 1.2.5).

1.2.6. Telecommunication Service. Telecommunication service to the Land shall be provided by pursuant to the letter attached hereto as **Exhibit F**.

1.3. Zoning. The Land is located in the M-1 zoning district. Based on information provided to the County regarding the Company's planned activities, the County has made the determination that the Land and the Expansion Land need to be rezoned. The County agrees to take immediate action to rezone the Land and the Expansion land to the appropriate zoning classification so as to permit the uses the Company has proposed to the County for the Land and the Expansion Land. The County will call a special meeting to have the rezoning done December 8, 2020. The County has provided a zoning letter, which is attached hereto as **Exhibit G**. As provided in the letter, the County hereby agrees and represents that the rezoning will not cause a delay of the Project, including the commencement of grading and other site preparation activities, or the issuance of any permits.

1.4. Permitting and Fees. Subject to available resources and to the extent permitted by law, DOC and the County will use best efforts to assist with the issuance of all State of South Carolina (the “**State**”), County, and local construction, zoning, environmental, stormwater, and other permits, including without limitation any air permit, synthetic minor permit, stormwater permit, and pre-treatment wastewater permit, approvals and consents that may be necessary or reasonably desirable in connection with the construction of the Project and the operation thereof by the Company. This assistance also includes the final building inspection by the County building inspector. The County agrees to provide an expedited approval process for the land development permits. Based upon the information provided to DOC and the County by the Company concerning the Project, DOC and the County presently foresee no problem with respect to the timely permitting, construction and operation of the Project.

The following one-time fees billed by or through the County apply to the permitting and construction of the Project based on the construction of an approximately 1,100,000 square foot building representing an investment of \$160 million:

Industrial Site Plan Fee: \$114,329 (for site plan review)

Building Permit Fee: \$342,882 (for building permit, includes building inspections)

Inspection Fees for HVAC, Mechanical, Fire Suppression and Electrical: to be paid by the individual subcontractors.

Plan Review: \$65,148 (for building plan review)

Total Fees: \$522,359

There are no other County fees applicable to the construction and permitting of the Project, including building, electrical, mechanical, HVAC, plumbing, fire impact, permitting, application, studies, development, inspection, occupancy or compliance, erosion and sediment control, wetlands mitigation or studies, utility tap, connection, survey, impact, or rezoning fees, to the best of the County’s knowledge after due inquiry.

1.5. County Business License Tax. Under the County’s existing Business License Fee Ordinance, the County business license tax may be applicable to the Company. The County and the Company agree to negotiate in good faith to enter into an agreement to determine an equitable apportionment method of calculating the business license tax which may be applicable to the Project.

1.6. Multi-County Industrial Park. The County will use best efforts to include the Project in the multicounty industrial park between the County and Fairfield County, South Carolina governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018 (as previously amended, the “**Park Agreement**”), and the County will use best efforts to cause the Project to continue to be located in the Park or such other multi-county industrial and business park for the period of the FILOT Agreement (as defined below) and SSRC so as to afford the Company the benefits of Title 4, Chapter 1, and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended.

1.7. Fees-in-lieu of Taxes. Subject to adoption of an ordinance by County Council, the County agrees to provide a fee-in-lieu of taxes (“**FILOT**”) agreement pursuant to Chapter 44 of Title 12 of the South Carolina Code, as amended (the “**FILOT Statute**”), the terms of which agreement shall be mutually agreeable to the Company and the County (the “**FILOT Agreement**”). The FILOT Agreement will provide the Company with the specified FILOT benefits for 40 years for each

component of the Project placed in service during the "Investment Period" (as defined in the FILOT Statute and referred to herein as the "**Investment Period.**") The Company shall be entitled to an Investment Period of 10 years under the FILOT Statute. The annual FILOT payment shall be calculated based on an assessment ratio of 4% and a locked millage rate of 477.5 mills, which is the millage rate as of June 30, 2020, and which is the lowest allowable millage rate under the FILOT Statute.

1.8. Special Source Revenue Credit. The County agrees to provide a Special Source Revenue Credit (the "**SSRC**") to help offset the cost to the Company of certain Project-related expenditures. The County shall provide the SSRC for a period of 15 years commencing after the first phase of the Project is placed in service, anticipated to be in 2021, and shall be comprised of a 58% SSRC to be applied against the Company's FILOT payment on the Project for the first year of the term of the FILOT Agreement and a 50% SSRC for the remaining 14 years. The total amount of the SSRC shall not exceed the total amount of eligible expenditures (as set forth in S.C. Code § 4-29-68(A)(2)) made by the Company. In the event the permitting and other fees billed or imposed by the County are in excess of 8% of the first FILOT Payment, the overage shall be deducted from the next year's annual FILOT payment.

1.9. State Grants. The Coordinating Council has approved a grant in the amount of up to \$4,600,000 to Richland County (the "**State Grant**") See attached the approval letter attached here to as Exhibit H. The County may use \$100,000 of the State Grant to assist with the upfront costs of site preparation and the costs of acquisition of the Wildlife Action Parcel and subject to the provisions of Section 1.2.5., \$4,500,000 of the State Grant shall be used to reimburse Palmetto Railways for costs incurred by Palmetto Railways to cause the construction of the rail spur. Once the rail spur has been completed, any remaining funds shall be used for costs incurred by the Company for general site preparation and infrastructure improvements to the Land and/or acquisition of the Wildlife Action Parcel. The Company will be required to enter into a Performance Agreement (the "**Performance Agreement**") with the Coordinating Council and the County and to satisfy the 325 new job creation requirement and the \$400 million capital investment requirement by December 31, 2025. The State Procurement Code is not applicable to the State Grant. The County represents that upon compliance with the requirements of Exhibit A to the Performance Agreement, the County Procurement Code requirements will have been met.

DOC will assist the County with the purchase of the Rail Land required to construct the rail spur to serve the Land, the Expansion Land, and adjacent industrial sites by providing a grant of \$1,500,000 to the County from the LocateSC program, of which \$250,000 will be included in the Performance Agreement as subject to pro rata repayment in the event the Company does not satisfy the minimum investment and job creation requirement provisions.

1.10. State Job Development Credits. Upon application by the Company, the Secretary of Commerce, as Chairman of the Coordinating Council, will recommend that the Coordinating Council approve the Company's eligibility to collect Job Development Credits as set forth herein. The Company may file three (3) separate applications, provided that all applications are submitted simultaneously and will be considered at one meeting of the Enterprise Committee of the Coordinating Council. If approved, the Company and the Coordinating Council will enter into a revitalization agreement for each application (each, a "**Revitalization Agreement**") to allow the Company to claim job development credits ("**Job Development Credits**") pursuant to the terms of the Revitalization Agreement and in accordance with S.C. Code § 12-10-80. The Company may use

Job Development Credits refunded to the Company to reimburse the Company for eligible project costs incurred in connection with acquisition of real property, construction of and improvements to real property, pollution control equipment, construction of the manufacturing facility, and such other items as may be permitted by law and as approved by the Coordinating Council and set forth in each Revitalization Agreement. Secretary Hitt will recommend that the applications be approved with the following stipulations: (1) Only jobs paying cash compensation at or above \$17.00 per hour will be eligible for Job Development Credits, and such minimum wage requirement will be adjusted every five years to equal the lesser of a 4% annual increase or the County's average hourly wage as of the date of the adjustment and (2) Job Development Credits will be limited to \$3,250 per employee, per year with the exception that up to 20 jobs selected by the Company will have a cap of \$8,000 per job per year.

The percentage of the Job Development Credits for each qualifying job will be between 2% and 5% of the wages of such job, with the higher paying jobs subject to higher rebate percentages as customarily provided by the Revitalization Agreement.

The Company may claim the Job Development Credits for a period of 10 years beginning once the Company certifies that it has met the minimum job requirement and minimum investment requirement as set forth in each Revitalization Agreement and begins claiming Job Development Credits.

1.11. State Training. Training will be provided by readySC™ as outlined in the letter attached as **Exhibit I**. Subject to available resources and to the extent permitted by law, DOC agrees to use its best efforts to assist the Company in implementing the commitment from readySC™, to allow readySC™ to work closely with the Company through a comprehensive and customized process that includes recruiting, screening, and training workers to meet the Company's specifications.

1.12. State Income Tax Credits and Exemptions.

1.12.1. Statutory Tax Credits. Subject to available resources and to the extent permitted by law, DOC agrees to use its reasonable best efforts to assist the Company with its attempts to qualify for statutory tax credits for which the Company may qualify, including, but not limited to, jobs tax credits, investment tax credits, research and development tax credits and port volume increase credits.

1.12.2. Sales Tax Exemptions. Subject to available resources and to the extent permitted by law, DOC agrees to use its reasonable best efforts to assist the Company with its attempts to qualify for the sales tax exemptions for which the Company may qualify, including without limitation the sales tax exemption for construction materials used in the construction of a manufacturing facility that invests at least \$100 million in a single site over an 18 month period under S.C. Code Ann. § 12-36-2120(67) and material handling equipment for manufacturing or distribution projects investing \$35 million or more.

1.13. Additional Incentives. In the event the Company is considering a future expansion or in case any suppliers to the Company desire to locate in the County, the Public Parties agree to give appropriate consideration to qualifying discretionary incentives for such expansion or location that are commensurate with incentives provided to new projects of a comparable scope, including, but not

limited to, State grants, a fee in lieu of taxes incentive, special source revenue credits, and job development credits.

1.14. Affiliates and Suppliers. The County and Company intend that the FILOT Agreement contain a provision allowing for the addition to that Agreement as a party for any person or entity which (a) meets the definition of “Sponsor-Affiliate” set out in the FILOT Statute and (b) executes and delivers to the County a Joinder Agreement, the form of which shall be attached to the FILOT Agreement as an Exhibit. The County agrees that companies affiliated with the Company and qualifying as Sponsor Affiliates under the state statute will be aggregated into a single incentive agreement with the County and entitled to the same incentives and their investment and job creation will go towards fulfilling the Company’s achievement goals as described in this Agreement, provided, however, that each qualifying Sponsor Affiliate invest at least the minimum investment as set forth in Section 12-44-30(19) of the Act.

1.15. Public Parties’ Liaison. Subject to available resources and to the extent permitted by law, DOC agrees to use its best efforts to facilitate and coordinate the activities and communications by and between the Company and the various State and local public and private entities that will be involved in the implementation of the Project. The Existing Industry program at DOC will provide a point of contact for the Company to call with issues or concerns. Members of the Existing Industry team will be able to provide assistance to the Company on an as needed basis by tapping into DOC’s network of expertise and external allies.

## **ARTICLE 2 COMPANY COMMITMENTS**

2.1. Project. The Project is comprised of the Land, the improvements to be constructed thereon, and certain personal property for use in connection with the Project, and any other investment satisfying the statutory definition of “economic development property” in the FILOT Statute. The Company may include one or more entities, now existing or to be formed in the future, which control, are controlled by, or are under common control with, the Company (each, an “Affiliate”), each of which must qualify as a “Sponsor Affiliate” under the FILOT Statute, so long as each additional entity sign the Joinder Agreement attached to the Fee Agreement. The Public Parties expressly agree that, for purposes of any minimum job creation requirements or obligations or any representations or warranties under the Performance Agreement, this IA, the FILOT documents, and the State training programs, the jobs created by [Project Sunshine Affilate]., a Delaware corporation and an Affiliate, will count towards any minimum job creation requirements to which the Company is subject or which it represents or warrants.

2.2. Construction of the Facility. Subject to the receipt by the Company of the incentives described in this IA and the conditions contained in this IA, the Company or its Affiliate will acquire the Land and construct a manufacturing facility thereon. In this regard, the Company shall select the contractors or subcontractors and the architects and gain all approvals for the construction of the facility.

2.3. Jobs and Investments. The Company intends, by December 31, 2023, to create 325 or more new, full-time jobs and to invest \$400 million or more in real and tangible personal property that will be subject to property taxes in the County in connection with the Project. The Company shall be subject to potential reimbursement payment obligations, as set forth in Section 2.4 of this IA.

## 2.4. Contingencies and Reimbursement.

a. Company Contingencies. The Company plans to proceed with the Project in reliance upon the fulfillment of all the commitments of the Public Parties as referenced herein and on environmental, geotechnical, wetlands, cultural resources, and other conditions of the Land, the Rail Land, and the Expansion Land being acceptable to the Company. The Company's commitment to go forward with the Project is also contingent upon fulfillment of the commitments made by other public and private entities.

b. Company Reimbursement Obligation to County. If the Company fails to create 325 or more new, full-time jobs and to invest \$400 million or more as of the end of the Investment Period, the Company shall be obligated to repay a prorated portion of the SSRCs, with such prorated portion to be calculated by determining the average achievement percentage of the job and investment requirements as of the last day of the Investment Period. Investment shall be measured based on gross cost without regard to depreciation.

b. Company Reimbursement Obligation to the State. If the Company fails to create 325 or more new, full-time jobs and to invest \$400 million or more as of the end of the Grant Period (as defined in the Performance Agreement) or to maintain such jobs and investment as required by the Performance Agreement, the Company shall be obligated to repay a prorated portion of the State Grant as set forth in the Performance Agreement.

c. Administrative Expenses. The Company agrees to pay the reasonable and necessary expenses that the County may incur with respect to the execution and administration of this IA (the "Administration Expenses"). "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the IA; and (ii) the fulfillment of the County's obligations under this IA and any related documents and the implementation and administration of terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. Reimbursement for the County's attorneys' fees with respect to the IA and the fulfillment thereof shall not exceed \$12,500.00.

## **ARTICLE 3 DEFAULT**

3.1 Company Default. In the event of a failure of the Company to meet the commitments set forth herein, the Public Parties shall have the right to pursue such remedies and damages as may be available under the other agreements entered into in connection with the incentives described herein.

3.2 Public Parties Default. In the event of a breach of this IA or failure of the Public Parties to meet the commitments set forth herein, the Company shall have the right to pursue such remedies and damages as may be available at law or in equity.

## **ARTICLE 4 MISCELLANEOUS**

4.1 Startup and Cessation of Company Operations. The Public Parties recognize and agree that the Company may, at its sole discretion, choose not to proceed with the Project or, at any time, reduce or cease operations and vacate the facility and the Land, and the Public Parties hereby waive any legal claims or actions they may have against the Company based on same, except as may be separately set forth in other agreements, including the Performance Agreement, the FILOT Agreement and each Revitalization Agreement. It is expressly agreed that nothing contained in this IA shall be construed to contain a covenant, express or implied, to either commence or continue operations on the Land or otherwise. The Parties intend that each agreement contemplated by this IA shall be assignable by the Company with the consent of the County or other Public Parties, such consent not to be unreasonably withheld.

4.2 Governing Law. The governing law of this IA shall be the laws of the State without giving effect to any choice of law provision or rule (whether of the State or any other jurisdiction).

4.3 Commitments. The Company acknowledges that, as set forth above, some of the commitments by the Public Parties herein are subject to approvals by governing councils or as required by statute and, therefore, do not create binding commitments absent any such required approvals. The County hereby represents and confirms that the County Council has authorized and approved the County's execution and delivery of this IA by resolution and the performance by the County of its obligations hereunder. However, certain commitments of the County may require further approval by ordinance and subsequent agreement, or both.

4.4 Successors and Assigns. This IA and each document contemplated hereby or related hereto shall, except as otherwise stated herein, be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.

4.5 Subsequent Agreements. This IA contemplates the preparation and execution of a number of subsequent agreements. The parties hereto agree to work in good faith and diligently to pursue the consummation of such agreements. In the event of any inconsistencies between the provisions of this IA and the terms of any subsequent agreement relating to an incentive, the terms of such subsequent agreement shall prevail.

4.6 Freedom of Information Act. The Company acknowledges and agrees that this IA will be subject to disclosure pursuant to the South Carolina Freedom of Information Act, Chapter 4 of Title 30 of the South Carolina Code ("FOIA"). The Public Parties agree to utilize applicable exemptions of FOIA located in S.C. Code § 30-4-40 to the maximum extent authorized by law to protect confidential information related to this IA. Each of the Public Parties further agrees that, if it is required to respond to a request for information pursuant to FOIA, it will notify the Company of such request for information and its intended response prior to sending the response, provided that failure to provide notice shall not constitute a default under this IA. The County agrees to allow the Company a reasonable opportunity to provide the County with its position on the County's response to the FOIA request. Failure to do so shall not constitute a default under this IA.

4.7 Severability. In case any one or more of the provisions contained in this IA should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal or unenforceable, the parties hereto shall make their best efforts to agree on a provision in substitution for such invalid, illegal or unenforceable



provision that is as near in economic benefit as possible to the provision found to be invalid, illegal or unenforceable.

4.8 Assignment and Project Ownership. All of the commitments, inducements and incentives contained or referenced in this IA are made for the benefit of the Company and any Affiliate. This IA is not assignable by the Company without prior written consent of the Public Parties, which consent shall not be unreasonably withheld, except that the Company may assign this IA to an Affiliate without the prior written consent of the Public Parties provided that the Company notifies the Public Parties within thirty days following such assignment. However, the Public Parties recognize and agree that Project ownership may be split between two or more entities in a build to suit or equipment lease arrangement, and all such entities collectively shall be entitled to the full benefits of this IA.

4.9 Notices. Any notice, request, demand, claim or other communication under this IA shall be in writing and shall be duly given or made (a) when personally delivered to the intended recipient; (b) five days after it is sent by certified, first class mail, return receipt requested, postage prepaid; or (c) three days after it is sent by any recognized courier service to the following addresses of the recipients:

**IF TO THE COMPANY:**

\_\_\_\_\_  
\_\_\_\_\_  
Attention: President

**WITH A COPY TO:**

Nelson Mullins Riley & Scarborough LLP  
Meridian, 17<sup>th</sup> Floor  
1320 Main Street  
Columbia, SC 29201  
Attention: Edward Kluiters

**IF TO THE COUNTY:**

Richland County, South Carolina  
1201 Main Street, Suite 1110  
Columbia, SC 29201  
Attention: Jeff Ruble

**WITH A COPY TO:**

Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1100  
Columbia, SC 29201  
Attention: Ray Jones and Emily Luther

**IF TO DOC:**

South Carolina Department of Commerce  
Attn: Daniel Young  
1201 Main Street, Suite 1600  
Columbia, SC 29201

**IF TO COORDINATING COUNCIL:**

South Carolina Coordinating Council for Economic Development  
Attn: Daniel Young  
1201 Main Street, Suite 1600  
Columbia, SC 29201

**IF TO THE CITY OF COLUMBIA:**

City of Columbia  
Attn: Teresa Wilson  
P.O. Box 147  
Columbia SC 29217

**IF TO PALMETTO RAILWAYS:**

Palmetto Railways  
Attn: Jeff McWhorter, President  
540 East Bay Street Charleston, SC 29403

4.10 Waiver. Any party may waive compliance by any of the other parties with any term or condition of this IA only in a writing signed by the waiving party.

4.11 Entire Agreement; Amendment. Except as stated to the contrary herein, or except as may be stated in future agreements executed by and binding upon the applicable parties to this IA, this IA constitutes the entire understanding among the parties with respect to the subject matter hereof. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained.

4.12 Time of Essence. Time is expressly declared to be of the essence with respect to the matters addressed in this IA.

4.13 Further Action. The Public Parties intend to take whatever actions are necessary or appropriate in order to confirm and ratify, and to comply with, their undertakings in this IA.

4.14 Incorporation by reference. All Exhibits referred to in this IA are to be considered as if they are attached to and completely incorporated in this IA by reference.

4.15 Headings. The headings contained in this IA are for convenience only and shall in no way affect the meaning of the provisions contained herein.

4.16 Counterparts. This IA may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

WITNESS:

\_\_\_\_\_

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

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**SOUTH CAROLINA DEPARTMENT OF  
COMMERCE**

WITNESS:

\_\_\_\_\_

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

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**SOUTH CAROLINA COORDINATING  
COUNCIL FOR ECONOMIC DEVELOPMENT**

WITNESS:

\_\_\_\_\_

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

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

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**CITY OF COLUMBIA, SOUTH CAROLINA**

WITNESS:

\_\_\_\_\_

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

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

IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**PALMETTO RAILWAYS**

WITNESS:

\_\_\_\_\_

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

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



IN WITNESS WHEREOF, the parties hereto have executed this IA effective as of the date first written above.

**PROJECT SUNSHINE**

WITNESS:

\_\_\_\_\_

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

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

## **List of Exhibits**

Exhibit A – Land

Exhibit B – Rail Land

Exhibit C – Expansion Land

Exhibit D – City of Columbia Water and Wastewater Treatment Letter

Exhibit E – Norfolk Southern Rail Letter

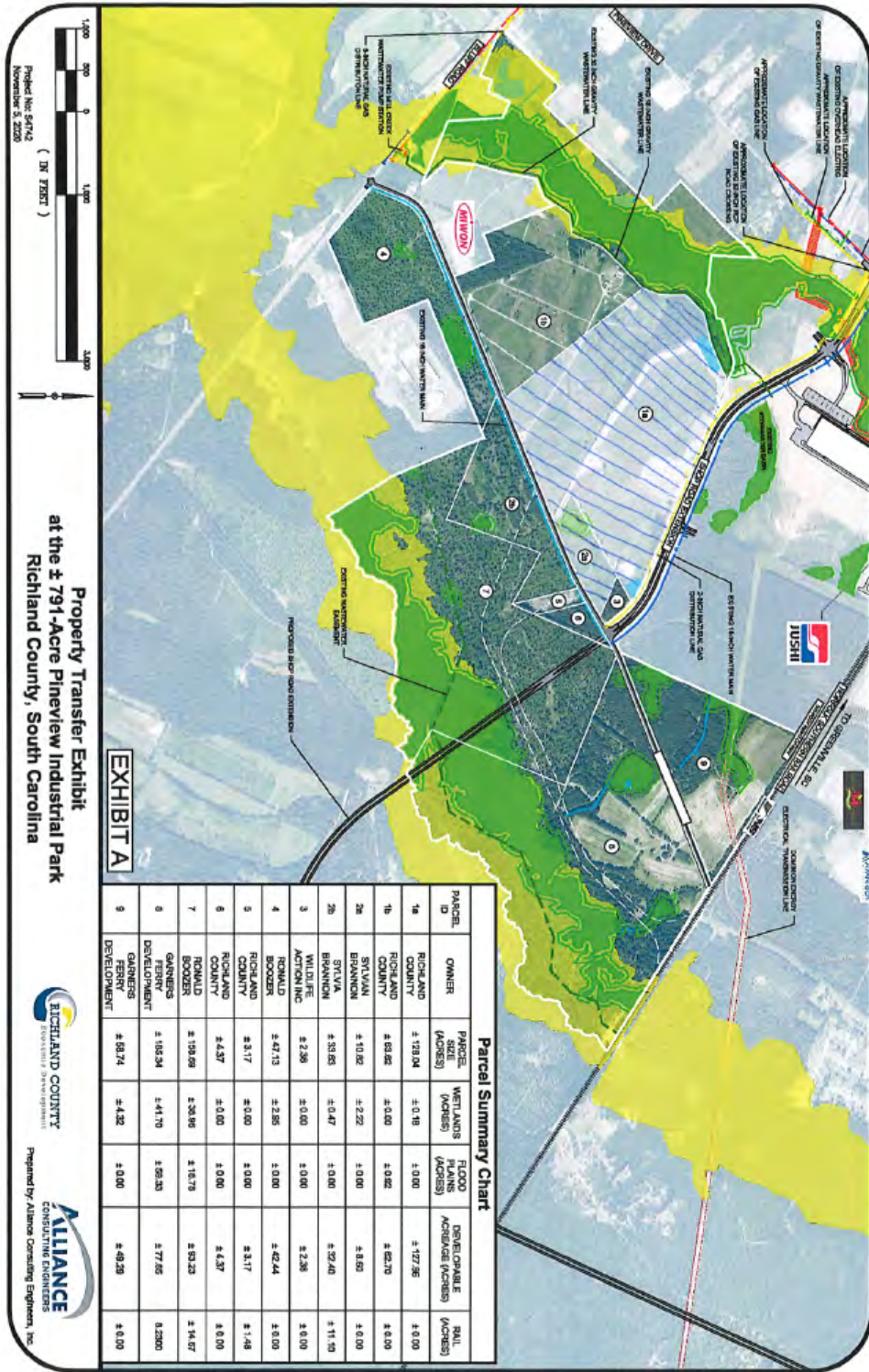
Exhibit F – Telecom Letter

Exhibit G – Richland County Zoning Letter

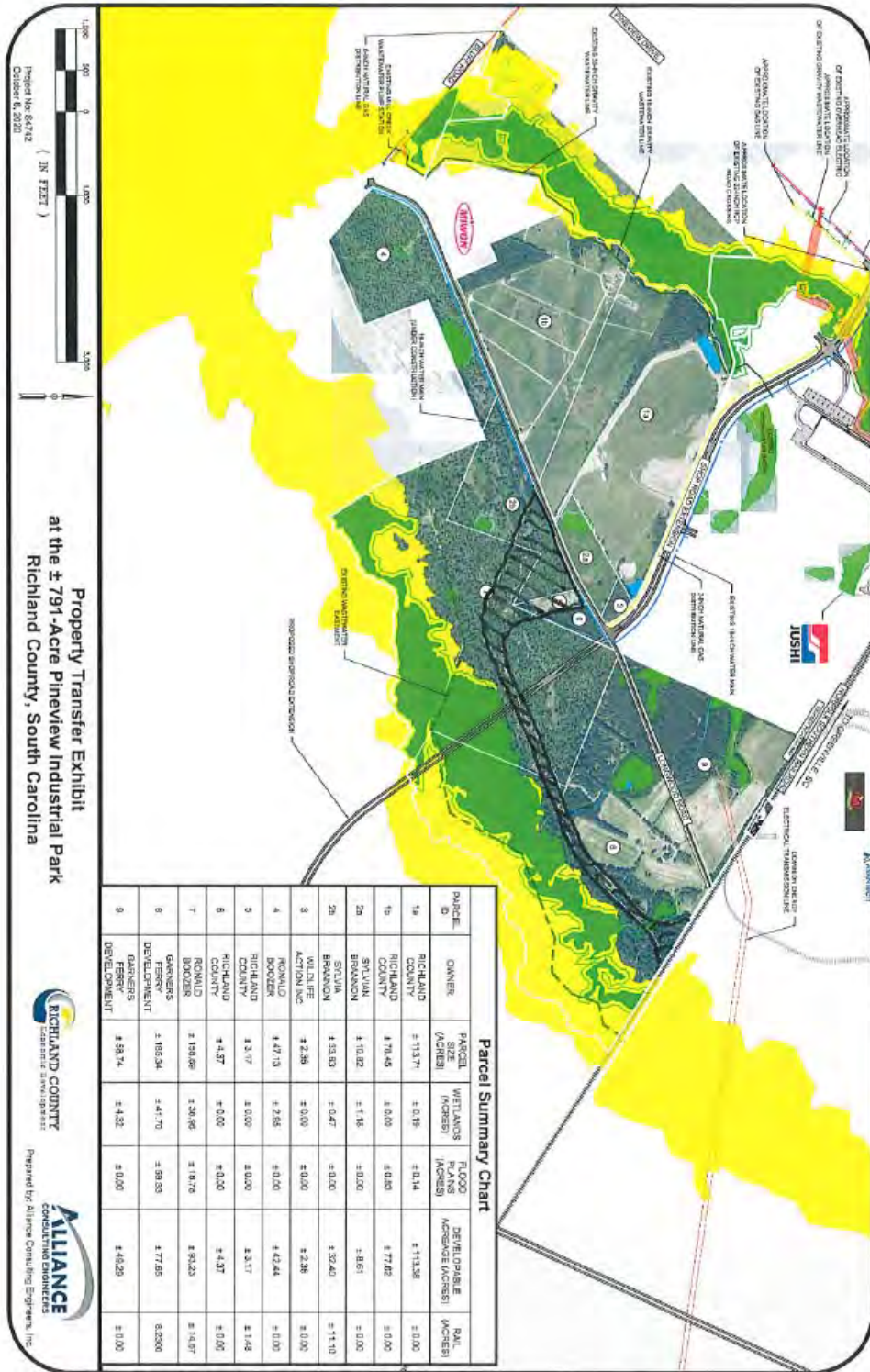
Exhibit H – State Grant Letter

Exhibit I – readySC™ Letter

# Exhibit A - Land



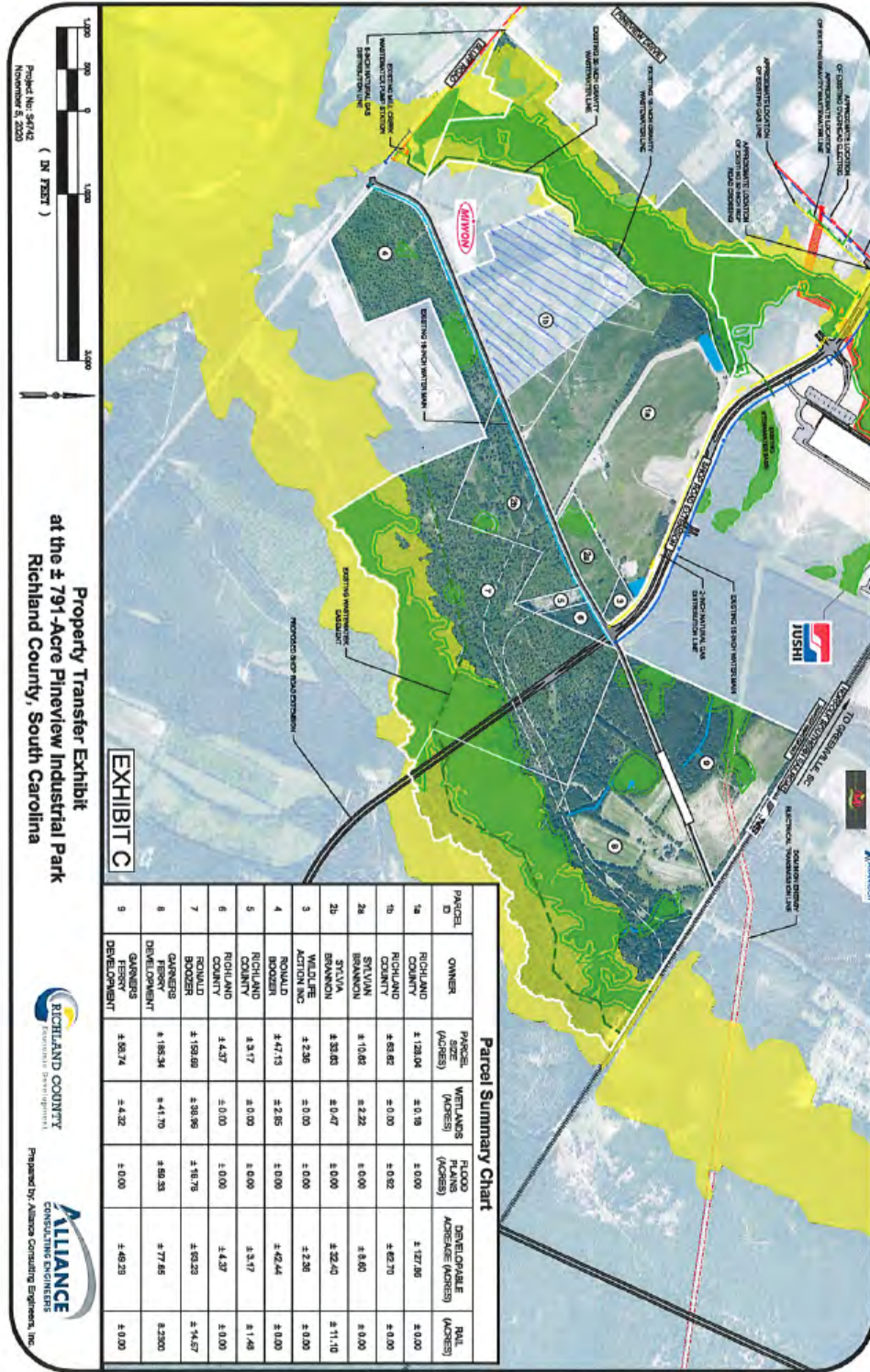
# Exhibit B – Rail Land



**Parcel Summary Chart**

PARCEL #	OWNER	PARCEL AREA (ACRES)	WETLANDS (ACRES)	FLOOD PLAIN (ACRES)	DEVELOPABLE (ACRES)	RAIL (ACRES)
1a	RICHLAND COUNTY	± 713.71	± 0.19	± 0.14	± 113.58	± 0.00
1b	RICHLAND COUNTY	± 78.46	± 0.00	± 0.00	± 77.62	± 0.00
2a	SHULINA BRYANSON	± 10.82	± 1.18	± 0.00	± 8.61	± 0.00
2b	SHULINA BRYANSON	± 13.93	± 0.47	± 0.00	± 20.40	± 11.10
3	WILDLIFE ACTION INC	± 2.86	± 0.00	± 0.00	± 2.26	± 0.00
4	HOWARD BROOKER	± 47.13	± 2.85	± 0.00	± 42.44	± 0.00
5	RICHLAND COUNTY	± 3.17	± 0.00	± 0.00	± 3.17	± 1.48
6	RICHLAND COUNTY	± 4.87	± 0.00	± 0.00	± 4.87	± 0.00
7	HOWARD BROOKER	± 190.69	± 26.90	± 18.70	± 92.23	± 14.87
8	OWNERS DEVELOPMENT PARTNERS FERRY DEVELOPMENT	± 103.24	± 41.70	± 30.30	± 77.65	± 8.200
9	OWNERS DEVELOPMENT	± 58.74	± 4.82	± 0.00	± 46.29	± 0.00

# Exhibit C – Expansion Land



**Parcel Summary Chart**

PARCEL ID	OWNER	PARCEL SIZE (ACRES)	WETLANDS (ACRES)	FLOOD PLAINS (ACRES)	DEVELOPABLE ACREAGE (ACRES)	RAIL ACREAGE (ACRES)
1a	RICHMOND COUNTY	± 129.04	± 0.19	± 0.00	± 1,127.96	± 0.00
1b	RICHMOND COUNTY	± 83.85	± 0.10	± 0.02	± 82.70	± 0.00
2a	STYLVIA BRANNON	± 110.81	± 2.22	± 0.00	± 8.80	± 0.00
2b	STYLVIA BRANNON	± 30.83	± 0.47	± 0.00	± 32.40	± 11.10
3	WALDINE ACTION INC	± 2.26	± 0.00	± 0.00	± 2.26	± 0.00
4	ROUALD BOOZER	± 47.13	± 2.85	± 0.00	± 42.44	± 0.00
5	RICHMOND COUNTY	± 3.17	± 0.00	± 0.00	± 3.17	± 1.48
6	RICHMOND COUNTY	± 4.37	± 0.00	± 0.00	± 4.37	± 0.00
7	BOOZER	± 151.88	± 38.95	± 18.79	± 83.23	± 14.57
8	GANNERS FERRY DEVELOPMENT	± 185.34	± 41.70	± 50.33	± 77.65	± 230.00
9	GANNERS FERRY DEVELOPMENT	± 55.74	± 4.32	± 0.00	± 48.25	± 0.00

**Property Transfer Exhibit**  
**at the ± 791-Acre Pineview Industrial Park**  
**Richland County, South Carolina**


  
**RICHLAND COUNTY**  
Permitted Development


  
**ALLIANCE**  
CONSULTING ENGINEERS

Prepared by: Alliance Consulting Engineers, Inc.

## **Exhibit D – City of Columbia Water and Wastewater Treatment Letter**



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PO Box 147 | Columbia, SC 29217 | (803) 733-8682

November 3, 2020

Project Sunshine, c/o Mr. Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

RE: Water and Sanitary Sewer Service for Project Sunshine 2020  
Pineview Industrial Park, Richland County

Dear Mr. Boehringer:

This letter is provided on behalf of your client in response to the request for water and sewer service to the proposed Project Sunshine 2020 to be located in the Pineview Industrial Park near the intersection of Shop Road Extension and Longwood Road. The City of Columbia (dba Columbia Water) has the capacity and is committed to providing water and sanitary sewer service to this parcel and proposed project. To demonstrate this commitment, City Council recently approved the development of a proposed large user water rate, and also an adjusted sewer expansion fee calculation, for non-residential customers consuming in excess of 300,000 gallons per day (gpd). These proposed rates and fees have been used in estimating water and sewer costs for this site. The proposed large user water rate reduces the monthly cost of water service over 14% when compared to existing rates, and the adjusted method of calculating sewer expansion fees reduces this fee by approximately 79% when compared to the current method of sewer expansion fee calculation. We trust that these actions to reduce the water rates and sewer expansion fee show our enthusiasm for this proposed project.

Columbia Water has two abundant sources of water supply, Lake Murray and the Columbia Canal along the Broad River. Our current average water demand is 60 million gallons per day (mgd) for the approximately 140,000 accounts serving nearly 400,000 residents of the Columbia metropolitan area. Our modern water treatment facilities have a combined treatment capacity of 159 mgd. The Columbia Canal Water Treatment Plant, which serves as the primary supply for the Pineview Industrial Park, has a design capacity of 84 mgd and produces an average of only 30 mgd, with ample reserve capacity to serve a large customer such as Project Sunshine. There is also an interconnection with the Lake Murray Water Treatment Plant that can provide limited supply to the Canal plant if needed.

We have been planning and installing infrastructure to serve the Pineview Industrial Park for several years, and the result of this advanced work is a well-developed, robust network of water supply

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ColumbiaSCWater.Net



## **Exhibit D – City of Columbia Water and Wastewater Treatment Letter**

Project Sunshine, c/o Mr. Robert Boehringer  
Water and Sanitary Sewer Service for Project Sunshine 2020

November 3, 2020

pipng to serve the site. There is a 16-inch water main in the Shop Road Extension right-of-way, as well as a 16-inch water main currently under construction in the Longwood Road right-of-way providing water service availability. Project Sunshine will be responsible for design and construction of water infrastructure on the project site, as well as connection to the existing water main(s) as necessary. This connection(s) will include road boring, main tapping, and installation of a meter pit(s) by a Columbia Water approved contractor. Project Sunshine will also be responsible for purchasing the water meter(s) from Columbia Water. It is our understanding that the build-out demand for the industry is 3 million gallons per day (mgd) at a consistent rate (no peak), and this supply volume is readily available. Applying the proposed large user rate, we estimate the monthly cost of water service to be approximately \$436,000 at this demand.

We also take great pride in our excellent finished water quality. Our 2019 annual Water Quality Report is attached for information and provides a representation of the system water quality that will be provided to this site. We analyze our finished water, both at the treatment plants and in the distribution system, more frequently than required by regulatory authorities and are proud of our excellent compliance record. Our treatment plants also routinely receive awards for providing optimized treatment that goes beyond minimum water quality standards.

Wastewater service is also currently available to the site at the requested capacity. There is a 15-inch gravity sewer main at the western side of the proposed site providing sewer availability, which connects to a 30-inch gravity main leading to one of our major pumping stations. From there, wastewater is conveyed via force main directly to our Metropolitan Wastewater Treatment Plant, located approximately four miles from the Pineview Industrial Park. It is our understanding that the build-out demand for the proposed industry is 2 mgd at a consistent discharge rate. The estimated monthly cost of sewer service at this proposed demand is approximately \$584,000. A sample utility bill showing the estimated monthly charges for water service at 3 mgd and sewer service at 2 mgd is attached for information.

The Metropolitan Wastewater Treatment Plant discharges highly treated effluent into the Congaree River south of the City of Columbia. This modern, award winning treatment facility has a maximum permitted treatment capacity of 60 mgd, and sees an average daily flow of approximately 35 mgd from the approximately 63,000 wastewater accounts we serve. As with the water capacity, there is ample hydraulic capacity at the wastewater treatment plant to serve the proposed project.

The City of Columbia does not charge a water impact fee, but does collect a sewer expansion fee based on a customer's estimated use of sewer system capacity. As previously mentioned, we have developed a proposed wastewater expansion fee reduction that would allow large users to be provided a reduced expansion fee for capacity above 300,000 gpd. The estimated expansion fee at the proposed 2 mgd demand is \$3,680,000, which represents an approximately 79% reduction from the existing method of sewer expansion fee calculation.

It is anticipated that an industrial user with a wastewater flow of this magnitude and wastewater constituents as described in the Project Sunshine specifications would pursue some type of wastewater pretreatment. The quantity of BOD (3200 mg/L) provided from this one facility alone, if not reduced by pretreatment, could utilize approximately 80% of the BOD treatment capacity at the Metropolitan Wastewater Treatment Plant. With a flow this large, other wastewater constituents may be present in quantities that would require limits as we identify their overall impact on the wastewater treatment facility. The estimated surcharge fee for BOD at \$0.20 per pound in excess of the City's limit of 300 mg/L is \$9,700 per day. Columbia Water would welcome additional information regarding Project Sunshine's wastewater flow, and we stand ready to work with this

## **Exhibit D – City of Columbia Water and Wastewater Treatment Letter**

Project Sunshine, c/o Mr. Robert Boehringer  
Water and Sanitary Sewer Service for Project Sunshine 2020

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November 3, 2020

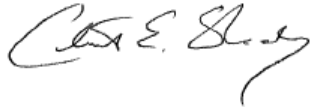
potential industrial customer to find solutions to its wastewater treatment needs. TSS levels at 175 mg/L would not exceed the City's limit of 300 mg/L for surcharge calculation purposes, therefore there is no anticipated monthly sewer surcharge due to TSS. TDS levels are not regulated by the City at this time, therefore there would not be a monthly surcharge for TDS.

This letter is provided for informational purposes and does not guarantee any level of service. However, Columbia Water is committed to working with Richland County and the proposed Project Sunshine to provide the requested water and wastewater service and ensuring that the permitting and approval processes for this provision is seamless. Please find attached a summary of the anticipated water and sewer utility permitting and application process for your project. Annexation into the City of Columbia will not be required as a condition to obtaining water or sewer service within the Pineview Industrial Park, including to Project Sunshine.

Columbia Water agrees to waive all water and sewer administrative fees associated with Project Sunshine. As stated previously, Project Sunshine shall be responsible for the actual costs for connection to the water and sewer systems. In addition, payment of the sewer plant expansion fee, calculated for large users over 300,000 gpd and quoted in this letter, shall be required.

We look forward to working together as this project advances. Please let me know if you have any questions or need additional information.

Very truly yours,



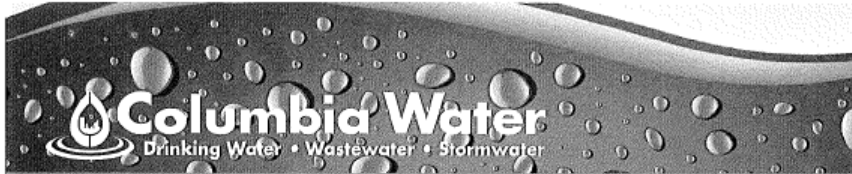
Clint E. Shealy, P.E.  
Assistant City Manager, Columbia Water

### Attachments

cc: Ms. Tiffany Harrison, Deputy Director, Richland County Economic Development  
Mr. Joey Jaco, Director of Utilities, Columbia Water  
Mr. Ryan Coleman, Director Economic Development, City of Columbia



## Exhibit D – City of Columbia Water and Wastewater Treatment Letter



Este informe contiene información muy importante sobre el agua que usted toma. Para obtener una versión de este documento en español, visite [www.colaccr-esp.com](http://www.colaccr-esp.com).

### **CITY OF COLUMBIA 2019 WATER QUALITY REPORT**

PUBLIC WATER SYSTEM 4010001 • COLUMBIA, SC • COLUMBIA WATER

#### **The Customer Meter Upgrade Project is Rolling Along!**

Columbia Water's new advanced meter upgrade project hit a milestone when it surpassed 40,000 new meter installations in May 2020. More than 150,000 meters will be installed in multiple stages over the next three years. This project will provide customers with fewer estimated bills, real-time alerts about possible leaks, and the ability to better manage water use.

If you don't have a new meter yet, you can visit [gis.columbiasc.gov/ami/](http://gis.columbiasc.gov/ami/) to see if your house or business is on the upcoming schedule. If it hasn't been scheduled yet, please check back at a later time.

If you have a new meter, please download our Eye on Water app that allows you to track your water usage in real time and set up leak notifications. Go to [columbiascwater.eyeonwater.com/signin](http://columbiascwater.eyeonwater.com/signin) for more details.

#### **Columbia Water Addresses Taste and Odor Concerns Caused by MIB/Geosmin**

In the summer and early fall of 2019, Lake Murray experienced an unprecedented algal bloom resulting in much-higher-than-normal levels of the compounds geosmin and methylisoborneol (MIB). The compounds produce an earthy taste and odor that, although not a health concern, can sometimes be difficult to eliminate in drinking water.

Since then, Columbia Water has taken steps to deal with the issue head-on. This includes modifying the carbon feed system piping at the Lake Murray Treatment Plant to accommodate simultaneous feeds at multiple injection points. Carbon is effective in treating taste and odor concerns, and multiple injections points will allow plant operators to more effectively add it to the treatment process.

Operating staff are also performing daily threshold odor tests to attempt to detect unusual scents at various treatment stages in the plant. If any unpleasant odors are detected in the filtered or finished water, the carbon dosage can be changed quickly to remove additional by-products that may be entering the plant.

#### **First Clearwell at Canal Plant Completed**

Columbia Water's Canal Plant has been undergoing the construction of two new finished water storage tanks, commonly called clearwell tanks. The first of the two was completed in late 2019 and was put into service in 2020. The clearwell tanks will each hold five million gallons of water, enough to fill nearly eight Olympic-sized swimming pools. The total construction cost of the project is \$44.4 million. The second clearwell is projected to be complete late 2020/early 2021.



#### **Columbia Water is on Instagram!**

In spring of 2019, Columbia Water launched its Instagram page, adding yet another social media channel to provide information to our customers. Columbia Water now can be found on Instagram, Facebook and Twitter - we are **ColumbiaSCWater** on all three!

#### **COVID-19 Response**

The safety of your drinking water is our number one priority. Customers can be assured that our water is safe to drink. Our standard disinfection and treatment practices are very effective for inactivation and removal of viruses, including COVID-19. For more information, visit our website at [www.columbiascwater.net/covid19](http://www.columbiascwater.net/covid19). For regular updates on COVID-19, visit the SCDHEC website at [www.scdhec.gov/COVID19](http://www.scdhec.gov/COVID19).



#### **For additional information:**

City of Columbia Water Quality Complaints, Billing, & Customer Care Center  
**803-545-3300**  
[customercare@columbiasc.gov](mailto:customercare@columbiasc.gov)  
[columbiascwater.net/customer-care](http://columbiascwater.net/customer-care)

SC DHEC - Bureau of Water  
**803-898-4300**

National Lead Information Clearinghouse  
**800-424-LEAD**

Consumer Product Safety Commission  
**800-638-2772**



Your water meter should be located in your front or side yard along the public right-of-way. It can be used to help you find leaks!  
**Have you located yours?**

## Exhibit D – City of Columbia Water and Wastewater Treatment Letter

### CITY OF COLUMBIA 2019 WATER QUALITY REPORT



### What is in Columbia's Drinking Water?

The City of Columbia's drinking water met all state and federal requirements during 2019. The City's SC DHEC-certified laboratory performs more than 200,000 analyses each year to ensure that the water the City supplies to its customers meets all US EPA and SC DHEC standards. Additional analyses are performed by SC DHEC, the state agency that regulates and oversees public water systems. Samples are tested at every stage of the treatment process and at hundreds of points throughout more than 2,400 miles of pipeline that make up the City's distribution system. The source of Columbia's drinking water is surface water taken from the Broad River (via the Columbia Canal) and Lake Murray.

Substance	Highest Level Allowed (MCL)	Detected Level	Range of Detection	Goal (MCLG)	Violated	Year Sampled	Source of Contaminant
<b>INORGANIC COMPOUNDS</b>							
Lead	15 ppb (Action Level)	3.8 ppb (90th%) 0-15 ppb (range)	None of the 50 sites sampled exceeded the action level	0	None	2017	Corrosion of household plumbing systems & naturally occurring in the environment (1)
Copper	13 ppm (Action Level)	0.096 ppm (90th%) 0-0.45 ppm (range)	No sites exceeded the action level	1.3	None	2017	Corrosion of household plumbing systems & naturally occurring in the environment
Fluoride	4 ppm	0.54 ppm	0.51-0.54 ppm	4 ppm	None	2019	Naturally occurring in the environment by erosion of natural deposits and added at the treatment plants as an aid in preventing tooth decay
Nitrate/Nitrite (as Nitrogen)	10 ppm	0.41 ppm	0.00-0.41 ppm	10 ppm	None	2019	Runoff from fertilizer use, leaching from septic tanks, sewage, erosion of natural deposits
Chlorite (Lake Plant)	1 ppm	0.476 ppm	0.000-0.476 ppm	0.8 ppm	None	2019	By-product of drinking water disinfection
Chlorite (Canal Plant)	1 ppm	0.675 ppm	0.066-0.675 ppm	0.8 ppm	None	2019	By-product of drinking water disinfection
Barium	2 ppm	0.24 ppm	0.00-0.24 ppm	2 ppm	None	2019	Discharge of drilling waste, discharge from metal refineries, erosion of natural deposits
<b>ORGANIC COMPOUNDS</b>							
Total Trihalomethanes (THMs)	80 ppb (LRAA - Locational Running Annual Average)	28 ppb (LRAA)	14.6-36.2 ppb	0	None	2019	By-product of drinking water chlorination; formed when chlorine reacts with organic matter
Haloacetic Acids (HAAs)	60 ppb (LRAA)	34 ppb (LRAA)	10.6-36.2 ppb	0	None	2019	By-product of drinking water chlorination; formed when chlorine reacts with organic matter
Total Organic Carbon (TOC)	TT (95% or 45% removal, depending on source water TOC)	The TT requirement for TOC requires the running annual average of the TOC removal percentage achieved to be at least as great as the TOC removal percentage required. Compliance is judged quarterly, and the City met the requirement for all four quarters in 2019.		N/A	None	2019	Naturally present in the environment
<b>MICROORGANISMS</b>							
Turbidity (Lake Plant)	<0.3 NTU TT	0.07 NTU - Highest single measurement 100% Lowest monthly percentage meeting standard		N/A	None	2019	Naturally occurring in the environment
Turbidity (Canal Plant)	<0.3 NTU TT	0.09 NTU - Highest single measurement 100% Lowest monthly percentage meeting standard		N/A	None	2019	Naturally occurring in the environment
Total Coliform Bacteria	Presence of coliform bacteria in <5% of monthly samples	3.0% (Highest monthly percentage positive)	0.0-3%	0	None	2019	Naturally occurring in the environment
<b>DISINFECTANTS</b>							
Chloramine (ppm)	4 ppm	2.2 ppm (Highest quarterly average)	1.8-2.5 ppm	4 ppm (MRDLG)	None	2019	Water additive to control microbial growth
Chlorine Dioxide (ppb) (Lake Plant)	800 ppb (MRDL)	238 ppb	0-238 ppb	800 ppb (MRDLG)	None	2019	Water additive to control microbial growth
Chlorine Dioxide (ppb) (Canal Plant)	800 ppb (MRDL)	666 ppb	0-666 ppb	800 ppb (MRDLG)	None	2019	Water additive to control microbial growth

(1) If present, elevated levels of lead can cause serious health problems, especially for pregnant women, young children, and infants who drink formula made with tap water. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Columbia is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting in your pipes for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 800-426-4791 or online at [www.epa.gov/safewater/lead](http://www.epa.gov/safewater/lead). City of Columbia water customers can call 803-545-3300 to find out about free lead testing.

## Exhibit D – City of Columbia Water and Wastewater Treatment Letter

### DEFINITIONS OF TERMS IN TABLE



**Action Level** – The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system shall follow.

**Detected Level** – The concentration of a substance detected in a water sample. The detected levels specified in the table are the highest levels detected.

**LRAA (Locational Running Annual Average)** – An average at each sample point for four quarters.

**MCL (Maximum Contaminant Level)** – The highest level of a contaminant allowed in drinking water.

**MCLG (Maximum Contaminant Level Goal)** – The level of a contaminant in drinking water below which there is no

known or expected risk to health. MCLGs allow for a margin of safety.

**MRDL (Maximum Residual Disinfectant Level)** – The highest level of a disinfectant allowed in drinking water.

**MRDLG (Maximum Residual Disinfectant Level Goal)** – The level of a drinking water disinfectant below which there is no known or expected risk to health.

**N/A (Not Applicable)** – Does not apply.

**NTU (Nephelometric Turbidity Unit)** – Units of measure to indicate water clarity.

**ppb (parts per billion)** – One part in a billion parts (equivalent to one penny in \$10,000,000).

**ppm (parts per million)** – One part in a million parts (equivalent to one penny in \$10,000).

**TT (Treatment Technique)** – A required process intended to reduce the level of a contaminant in drinking water.

**90th% (90th Percentile)** – The value for which 90% of the results are lower.

< Less than

> Greater than



**Columbia Water regularly flushes fire hydrants to keep water moving through the system and to improve water quality.**

Want to receive boil water alerts and advisories from Columbia Water? Residents can sign up to receive notices for their area at: [www.ColumbiaSC.net/911/Citizens-Alerts](http://www.ColumbiaSC.net/911/Citizens-Alerts).

#### SC DHEC has completed

a comprehensive water assessment report on the Broad River Diversion Canal (also referred to as the Columbia Canal) and Lake Murray. These Source Water Assessment reports are available and can be viewed at  
1136 Washington Street or  
by contacting **803-545-3300**.

### INFORMATION ABOUT YOUR DRINKING WATER

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **US EPA's Safe Drinking Water Hotline (800-426-4791)**.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

#### Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, stormwater runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organics, which are by-products of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the US EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons, such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants, can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the **Safe Drinking Water Hotline 800-426-4791**. Testing since 1994 has revealed no signs of *Cryptosporidium* in Columbia's treated water.

City of Columbia water customers can call **803-545-3300** for more information about water testing or to have your home water tested by our laboratory staff.

## Exhibit D – City of Columbia Water and Wastewater Treatment Letter

### CITY OF COLUMBIA 2019 WATER QUALITY REPORT



#### Secondary Drinking Water Parameters

Some parameters, listed in the table to the right, affect the taste, odor, and hardness of our drinking water. Because these parameters of water do not impact a person's health, the US EPA has established secondary maximum contaminant levels (SMCLs) that are non-enforceable, recommended guidelines. The City meets these guidelines in addition to the regulations set forth by the US EPA.

#### Non-Regulated Parameters

The City also collects information about additional parameters that are not regulated by the US EPA. While these parameters do not impact a person's health, they may be useful for those using water for specialized purposes like brewing, or maintaining equipment like chillers and boilers.

#### For More Information

Customers who need additional water quality information can contact Ketki Sheth, Water Works Laboratory Manager, at [Ketki.Sheth@columbiasc.gov](mailto:Ketki.Sheth@columbiasc.gov) or 803-733-8211.

#### US EPA REGULATED SECONDARY DRINKING WATER PARAMETERS

Parameter	Units	SMCL	Range	Average	Noticeable effects above the MCL
Chloride	ppm	250	4.09-13.97	10.66	salty taste
Color	Color units*	15	0.00-20	0.05	visible tint
Iron (Total)	ppb	300	25-50.3 ppb	48 ppb	rusty color; sediment; metallic taste; reddish or orange staining
Manganese	ppb	50	2.00-10.8	5.8	black to brown color; black staining; bitter metallic taste
pH	s.u.**	TT	7.4-8.4	7.9	<b>low pH:</b> bitter metallic taste; corrosion <b>high pH:</b> slippery feel; soda taste; deposits
Sulfate	ppm	250	14-27 ppm	20	salty taste
Total Dissolved Solids (TDS)	ppm	500	23-96 ppm	70	hardness; deposits; colored water; staining; salty taste

\* A standard scale that was developed for measuring color intensity in water samples.  
\*\* Standard Unit (s.u.) pH is measured on a logarithmic scale, ranging from 0 to 14 s.u., with 7 s.u. being neutral pH.

#### 2019 ADDITIONAL NON-REGULATED PARAMETERS

Parameter	Units	Range	Average
Sodium	ppm	8 - 11	9.5
Calcium	ppm	6.00 - 13.38	10.39
Magnesium	ppm	1.69 - 2.20	1.90
Total Hardness (CaCO3)	ppm	17 - 44	34
Total Alkalinity	ppm	16 - 29	23
Total Phosphate	ppm	0.51 - 1.08	0.85

## Water & Sewer Line Responsibility

The image below shows which portions of a customers' water and sewer service are the responsibility of Columbia Water and which are the responsibility of the property owner. **Columbia Water cannot repair private lines.**



#### The property owner owns and is responsible for maintaining:

- The water service line running between the meter and the building
- All plumbing attached to the water service line
- And the sewer service line up to the property line

#### Columbia Water owns and maintains:

- The water main
- The water service line running to the meter
- The meter box
- The meter
- The sewer service line from the property line to the sewer main
- And the sewer main



If there is a problem with any any of these, contact the City at 803-545-3300, and we will address it.

## Exhibit D – City of Columbia Water and Wastewater Treatment Letter



**CITY OF COLUMBIA**  
 WATER CUSTOMER SERVICE  
 1136 WASHINGTON STREET  
 COLUMBIA, SC 29201-3224  
 (803) 545-3300

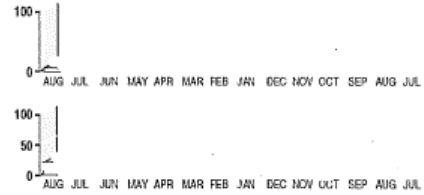
ACCOUNT NUMBER		PREVIOUS BALANCE
SERVICE ADDRESS		PAYMENTS
BILL DATE	DUE DATE	TOTAL NET ADJUSTMENT
<b>TOTAL DUE NOW</b>		<b>1,020,921.86</b>
		BALANCE FORWARD
		0.00
		<b>TOTAL NEW CHARGE</b>

**ANNUAL WATER QUALITY REPORT** The most recent City of Columbia water quality report is always available online at [www.COLACCR.com](http://www.COLACCR.com). To request a paper copy, call (803) 545-3300.

4429 1 AV 0.386 P:4429/T:18/S1:1/S2:0



**WATER CONSUMPTION HISTORY**



**Billing Summary: PROPERTY LOCATED - OUTSIDE CITY**

CHARGE DESCRIPTION	SERVICE PERIOD	DAYS OF SERVICE	METER NUMBER	PREVIOUS READING	PRESENT READING	READING TYPE*	READING USAGE	READING UNIT	BILLED USAGE (CCF)	USAGE A YEAR AGO (CCF)	CHARGE
Commercial Water						*A	121992	CCF			436641.65
Commercial Sewer						*A	81328	CCF			584280.21
<b>Total New Charges</b>											<b>1,020,921.81</b>

1 CCF = 100 cubic feet = 748 Gallons  
 1 KGAL = 1,337 CCF = 1000 Gallons

\*A = ACTUAL \*E = ESTIMATED

The 2019 Water Quality Report is now available online at [www.ColaCCR.com](http://www.ColaCCR.com).

PAGE: 1 OF 1

▼ Please return this portion with your bill ▼



**CITY OF COLUMBIA**  
 WATER CUSTOMER SERVICE  
 1136 WASHINGTON STREET  
 COLUMBIA, SC 29201-3224  
 (803) 545-3300

ACCOUNT NUMBER	DUE DATE	<b>TOTAL DUE</b>
		<b>1,020,921.86</b>

1. Please show amount of payment \$ \_\_\_\_\_
2. Please write account number on check
3. Make check payable to : City of Columbia

See Reverse side for more information



CITY OF COLUMBIA  
 PO BOX 7997  
 COLUMBIA SC 29202-7997

## **Exhibit D – City of Columbia Water and Wastewater Treatment Letter**



### **Water and Sewer Utility Development Review and Submittal Process**

Any new project requires coordination between the Developer, the Consulting Engineer, the City of Columbia, and the Contractor, and each have specific duties to carry out for the project's success.

- The developer needs to hire an engineer to draft and design utility drawings for water and sewer connection into the City's utility system.
- The developer is required to provide a completed Capacity Assurance Program (CAP) application for wastewater flow capacity analysis. This form can be found at <https://columbiawater.net/about-wastewater/capacity-assurance-program/>.
- The developer is required to provide a completed Industrial Pretreatment Program Wastewater Discharge Application. This form can be found at <https://columbiawater.net/about-wastewater/industrial-pretreatment/>.
- The engineer will submit the utility drawings to the city for review. For outside city projects, the submittal will be made to [Engprojects@columbiawater.net](mailto:Engprojects@columbiawater.net)
  - The submittal should include the following:
    - Pdf copy of plans
    - A short cover letter for connection or construction plan review
    - All necessary encroachment permits. Encroachment permits must be in the City's name as permittee.
    - All necessary off-site easement plats
    - A completed Utility Review Checklist (see attached) – can also be found on our website at <https://columbiawater.net/new-redevelopment/>
    - A complete Delegated Construction Permit Package (applicable for construction projects)
- The City's Utility Review Manager will review the drawings and consult with the engineer for any questions/revisions. Once all issues are resolved, the Utility Review Manager will issue an approval in the form of a letter referred to as the Project Approval Letter.
  - Copies of the Project Approval Letter will be sent to the consulting engineer and developer. PLEASE READ the Project Approval Letter and follow the provisions outlined.
- The developer must send back the signed Agreement to Comply issued with the approval letter.
- The developer will need to hire an approved contractor from the city's Approved Contractor's List to complete both the water and sewer connections (see attached list).
  - The developer is also responsible for installing and maintaining all individual services on the off-site and on-site mains until the City water meter is installed.
  - Repairing any damage to the system at his/her own expense until the City water meter is installed. This can include, but is not limited to, paying an additional new tap fee.
  - Reporting all field changes to the Columbia Water's Utility Inspector for approval.
  - Conducting final inspections of the system through the Consulting Engineer.
  - The Columbia Water's Utility Inspector then performs an inspection on behalf of the City to ensure compliance with regulations and approved plans.

## **Exhibit D – City of Columbia Water and Wastewater Treatment Letter**



- After all the field work is complete that will be deeded over to the city, the engineer must prepare record drawings for the developer to submit to the City.
- The record drawings submittal must be made to [Engprojects@columbiasc.gov](mailto:Engprojects@columbiasc.gov). Detail steps and information on the review process and the Record Drawing Checklist can be found on our website at <https://columbiascwater.net/business-resources/record-drawing-application-process/>
  - See attached Record Drawing Checklist – 1<sup>st</sup> page outlines the required items for submittal.
  - During this process, the engineer will work with the City's Engineering Administration & Real Estate Division to draft a water and sanitary sewer deed (for the city to take ownership of both connections).
    - This process will also include Real Estate drafting a Declaration of Covenant due to the property being outside city limits (see sample attached)
- After the Record Drawing review is complete and upon receipt of the Record Drawings originally signed documents, forms and approval of the necessary tests, the City will issue a letter accepting ownership, operation and maintenance of the utility system. This letter, along with test results, will be forwarded to the Engineer of Record.
- After receipt of the O&M, the developer will need to contact Special Services for the project's quote of water and sanitary sewer fees and make a formal request to pay fees.
- Special Services will complete the service agreement contract (application for new service) and send over to the owner for signature (see sample attached).
- After Special Services receives the signed service agreement contract, the account is created for billing and the service order is created releasing the fire protectus meter to the city approved contractor for installation. Billing begins approximately 30 days after meter is installed.

Detailed information about the various reviews, roles and duties for the developer, engineering, City of Columbia and contractor, etc. can also be found in our Developer's Guide to Columbia Water: Water & Sewer Services found at the following link <https://columbiascwater.net/new-redevelopment/>.

## **Exhibit E – Norfolk Southern Rail Letter**



Norfolk Southern Corporation  
1201 Main Street, Suite 1980  
Columbia, SC 29201  
803-748-1284  
803-748-1297 FAX

Brian E. Gwin  
Industrial Development Manager  
[beqwin@nscorp.com](mailto:beqwin@nscorp.com)

Project Sunshine, c/o Mr. Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

Subject: Project Sunshine 2020

Dear Robert,

Norfolk Southern Railways ("NS") is willing to work with the State and Richland County to assist in the location of Project Sunshine 2020 (a/k/a Project "Sunshine") at the Pineview Industrial Park off Shop Road in Columbia. NS has the capacity and is willing to serve Project Sunshine. The Pineview Industrial Park is served directly by NS Railway from our support yard off Shop Road less than two miles from the proposed site. NS currently offers five day per week service in this area and has existing customers at China Jushi and the Cargill pasta plant.

I have seen a conceptual plan dated August 27, 2020, prepared by Alliance Consulting Engineers that shows an approximately 8,000-foot lead track to the proposed site of Project Sunshine 2020. Due to the length of the track, NS will require a run around track that was also depicted. This run around will allow for a safe and efficient service without a long shove move from the mainline and allow the locomotive to escape the track and exit. This lead track will also cross Longwood Road at grade in current plans and appropriate crossing protection will be necessary based on recommendation from SCDOT.

It is my understanding from speaking with the county that it has control over the necessary land to affect the construction of the lead track by an engineer and contractor of the Project Sunshine's choosing. NS will work directly with the selected engineer to expedite review and approval of the plans so construction by the project's general contractor can move expeditiously. Upon approval of the plans, NS will order the mainline switch for delivery to the site and install by NS crews upon completion of Project Sunshine's track. The delivery time for the mainline switch is estimated to be in June of 2021 if we receive acceptable engineering plans and these are approved by the end of 2020. The mainline switch will be purchased and installed without cost to Project Sunshine.

Assuming the completion of the mainline track is completed by the end of May 2021, NS will have the switch installed within 30 days of such completion.



**Exhibit E – Norfolk Southern Rail Letter**

We fully support the location of Project Sunshine 2020 at the Pineview Industrial Park and look forward to working on the project through their next steps.

Sincerely,

*Brian E. Gwin*

Brian E. Gwin

**Exhibit F – Telecom Letter**



November 4, 2020

Richland County Economic Development  
1201 Main Street, Suite 1110  
Columbia, SC 29201  
Attn: Tiffany Harrison

**Re: Pineview Industrial Park, Columbia, SC.**

To Whom It May Concern,

This letter acknowledges that the above referenced is in an area served by AT&T and that data, voice, and video communication service is available. Any service arrangements for this location will be subject to later discussions and agreements between the customer and AT&T.

Thank you for contacting AT&T.

Sincerely,

A handwritten signature in black ink, appearing to read "Hans Mueller".

Hans Mueller  
OSP Planning and Engineering Design  
Construction & Engineering – Southeast Region

**AT&T**  
1600 Williams St, Columbia, SC 29201  
Ofc 803.476.9269 | hm1085@att.com

MOBILIZING YOUR WORLD

## Exhibit G – Richland County Zoning Letter

**RICHLAND COUNTY**  
**COMMUNITY PLANNING & DEVELOPMENT**  
2020 Hampton Street  
Columbia, SC 29204



5 November 2020

Project Sunshine  
% Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

**RE: Project Sunshine**  
**Longwood Road**  
**TMS: R16100-02-20, 04, 02 (P) & 19 (P)**

Dear Mr. Boehringer:

Records designate the referenced parcels as being zoned Light Industrial (M-1). The proposed use identified for Project Sunshine would fall under the manufacturing use type of beverage, other than soft drink and water, and tobacco. According to Table 26-V.2 of the Richland County Land Development Code (LDC), this use type is permitted only in the Heavy Industrial (HI) zoning district. As such, a rezoning of the parcels to HI has been initiated by Richland County.

The schedule for the rezoning of the parcels is as follows:

- **November 9 – Planning Committee meeting**
  - staff has reviewed the request and has recommended approval (see the attached staff report)
- **November 19 – Zoning Public Hearing / 1<sup>st</sup> Reading**
- **TBD - Special Called Meeting - 2<sup>nd</sup> Reading**
- **December 8 - 3<sup>rd</sup> Reading (anticipated)**

The conclusion for staff's recommendation for approval (as found in the staff report for Case #20-035 MA) is as follows:

**The proposed map amendment is consistent with the objectives of the 2015 Comprehensive Plan, as the plan encourages development of manufacturing, industrial, flex space, and office uses that will minimally affect surrounding properties. The proposed zoning district would be similar in character with the existing zoning districts in the immediate area. Additionally, further policy guidance under the Economic Development Center/Corridor future land use designation notes "industrial and business parks are the preferred land use for these areas" where the subject site is part of the Pineview Industrial Park.**

In addition, the prior rezoning of two parcels west of the sites from Light Industrial (M-1) to Heavy Industrial (HI) District (under case number 19-026MA) establishes a precedent to support the rezoning of the referenced parcels.

While the recommendation of staff, along with the precedent of the previous rezoning doesn't guarantee approval, it does provide a compelling foundation towards the decisions of the Planning Commission and County Council, which is anticipated to have final Reading on December 8, 2020.



**Exhibit G – Richland County Zoning Letter**

Project Sunshine  
% Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

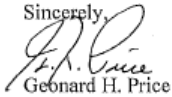
Page 2

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The rezoning process will not prevent the submittal and review of plans for the project, nor will it prohibit the issuance of any required permits for the development of the project from Richland County, including grading.

Please call me if you have any questions or need additional information at (803) 576-2174.

Sincerely,



Geonard H. Price  
Division Manager/Zoning Administrator

**Exhibit G – Richland County Zoning Letter**



**Richland County  
Planning & Development Services Department**

Map Amendment Staff Report

**PC MEETING DATE:** November 9, 2020  
**RC PROJECT:** 20-035 MA  
**APPLICANT:** Tiffany Harrison

**LOCATION:** Longwood Road

**TAX MAP NUMBER:** R16100-02-20, 04, 02 (P) & 19 (P)  
**ACREAGE:** 202 acres  
**EXISTING ZONING:** M-1  
**PROPOSED ZONING:** HI

**PC SIGN POSTING:** October 23, 2020

**Staff Recommendation**

Approval

**Background**

**Zoning History**

The original zoning as adopted September 7, 1977 was Light Industrial District (M-1).

**Zoning History for the General Area**

Two parcels west of the site were rezoned from Light Industrial (M-1) to Heavy Industrial (HI) District under case number 19-026MA.

**Zoning District Summary**

The M-1 District is intended to accommodate wholesaling, distribution, storage, processing, light manufacturing, and general commercial or agricultural uses. Certain related structures and uses required to serve the needs of such uses are permitted outright or are permitted with special requirements and/or special exceptions.

<b>Direction</b>	<b>Existing Zoning</b>	<b>Use</b>
<b><u>North:</u></b>	M-1	Undeveloped
<b><u>South:</u></b>	M-1/RU	Undeveloped / Undeveloped
<b><u>East:</u></b>	M-1/M-1	Undeveloped /Undeveloped
<b><u>West:</u></b>	HI	Under Construction (Miwon Specialty Chemical)

## **Exhibit G – Richland County Zoning Letter**

### **Discussion**

#### **Parcel/Area Characteristics**

The site is comprised of numerous parcels in various stages of developed. Majority of the subject parcels are non-developed with a few non-residential structures associated with site construction and previous agricultural and industrial uses. The general area is comprised of developing industrial property (China Jushi), industrial uses including warehousing, transportation, manufacturing, and processing, undeveloped property, Alvin S Glenn Detention Center, and sparse residential on the fringes. The subject site has frontage along Longwood Road. Longwood Road is an undivided two-lane major collector. The Shop Road extension further north will be a four-lane divided minor arterial. North of the site is the developing China Jushi facilities zoned M-1. East of the site is undeveloped property and zoned M-1. South is undeveloped and limited residential zoned RU and M-1. Further west of the site is Bluff Road park, undeveloped properties, commercial, and sparse residential uses zoned M-1 and HI.

#### **Public Services**

The Industrial Park fire station (station number 3) is located on The Boulevard, approximately 2 miles west of the subject parcel. Annie Burnside Elementary School is located about 2.2 miles north of the subject parcel on Patterson Road. Records indicate that the parcel would require septic sewage system or a private water. Sewer and water are also likely available through the City of Columbia.

Being within a service area is not a guarantee that services are available to the parcel.

#### **Plans & Policies**

The 2015 Richland County Comprehensive Plan, ***"PUTTING THE PIECES IN PLACE"***, designates this area as ***Economic Development Center/Corridor***.

#### **Land Use and Design**

Concentrated areas of high quality employment facilities, integrated with or adjacent to complementary retail and commercial uses and/or medium-and high-density residential uses. This category encourages development of manufacturing, industrial, flex space, and office uses in locations that will minimally affect surrounding properties. Commercial and residential uses are secondary to employment uses.

#### **Desired Development Pattern**

Master planned industrial and business parks should include a mix of uses within single developments, including employment, convenience commercial and dining, and housing. These mixed-use employment "campuses" provide opportunities for employees to conveniently shop and dine during normal business hours. Smaller scale, single-use employment developments located along major roads should be designed to appropriately buffer manufacturing and industrial uses from adjacent properties. Secondary commercial and residential uses should be located along primary road corridors proximate to employment centers.

#### **Traffic Characteristics**

The 2019 SCDOT traffic count (Station #239) located west of the subject parcel on Bluff Road identifies 10,300 Average Daily Trips (ADTs). This section of Bluff Road is classified as a two lane undivided minor arterial, maintained by SCDOT with a design capacity of 10,800 ADTs. This segment of Bluff Road is currently operating at Level of Service (LOS) "C".

**Exhibit G – Richland County Zoning Letter**

The 2019 SCDOT traffic count (Station #685) located east and north of the subject parcel on Longwood Road identifies 800 Average Daily Trips (ADTs). This section of Longwood Road is classified as a two lane undivided major collector, maintained by SCDOT with a design capacity of 8,600 ADTs. This segment of Bluff Road is currently operating at Level of Service (LOS) "A".

The ADTs are the total volume of traffic passing a point on a roadway during a 24-hour period. ADTs data is collected by SCDOT.

An Alternative Transportation enhancement project is currently underway for this section of Bluff Road from Windy Road to Carswell Road. This project will be installing bike lanes and sidewalks along this section of Bluff Road. It is currently in the design/development phase **R16100-02-02** with an undetermined completion date.

The Richland Penny currently is undertaking construction for the Shop Road Extension Phase 1 project. This will create a four-lane divided highway between Pineview Road and Longwood Road.

There are no planned or programed improvements for this section of Longwood Road through SCDOT.

**Conclusion**

The proposed map amendment is consistent with the objectives of the 2015 Comprehensive Plan, as the plan encourages development of manufacturing, industrial, flex space, and office uses that will minimally affect surrounding properties. The proposed zoning district would be similar in character with the existing zoning districts in the immediate area. Additionally, further policy guidance under the Economic Development Center/Corridor future land use designation notes "industrial and business parks are the preferred land use for these areas" where the subject site is part of the Pineview Industrial Park.

For these reasons, staff recommends **Approval** of this map amendment

**Zoning Public Hearing Date**

**November 19, 2020.**

**Exhibit H – State Grant Letter**



**Henry McMaster**  
Governor

**SOUTH CAROLINA**  
DEPARTMENT OF COMMERCE

**Robert M. Hitt III**  
Secretary

October 5, 2020

Jon Bagget  
Senior Project Manager  
S.C. Department of Commerce  
1201 Main Street, Suite 1600  
Columbia, South Carolina 29201

Dear Jon:

As a follow-up to our telephone conversation Friday morning, based on Project Sunshine's increased job creation commitment of 350 new jobs, Secretary Hitt, as Chairman of the South Carolina Coordinating Council for Economic Development (the "Council"), is willing to recommend approval of an amendment to increase the previously approved grant from \$3.5 million to \$4.5 million.

Please note that funding for this project is contingent on approval by the Council and compliance with the Council's policies and procedures. **The Company must also submit for review financial information showing their capacity to undertake this project.** Only those eligible expenditures directly related to site preparation and infrastructure improvements will be approved for payment. Any cost savings will accrue to the Council.

This funding level is based upon the understanding that Project Sunshine will invest \$300 million and will create 350 new jobs within five years and will maintain such investment and jobs for an additional five years. Please be advised that the company will be required to enter into a performance agreement with the County and the Council. If the company fails to meet the aforementioned investment and job guarantees and/or fails to maintain the investment and jobs, the performance agreement will require the repayment of funds on a pro rata basis. We understand this project is competitive with other states and that without the Council's assistance this project will not locate in South Carolina. **This funding commitment will be valid until December 30, 2020.**

In addition, the Secretary will recommend approval of a grant of \$1.5 million from the LocateSC Fund. These funds must be spent to improve rail access to the site. Together, these two grants bring the State's total commitment to \$6 million for site preparation, rail and infrastructure improvements.

We are glad to assist Project Sunshine with their expansion plans in South Carolina. If we can be of further assistance to ensure the success of this project, please feel free to contact us.

Sincerely,  
  
Alan D. Young  
Executive Director  
Coordinating Council for Economic Development

cc: Robert M. Hitt, III

1201 Main Street, Suite 1600, Columbia, SC 29201  
Tel: (803) 737-0400 • Fax: (803) 737-0418 • [www.sccommerce.com](http://www.sccommerce.com)



## Exhibit I –ReadySC Letter



September 18, 2020

Tim Hardee  
System President

Jon Baggett  
Senior Project Manager  
SC Department of Commerce  
1201 Main Street, Suite 1600  
Columbia, SC 29201

### BOARD MEMBERS

Gregory B. Askins  
Chairman  
Sixth Congressional District

Warren L. Helm  
First Congressional District

Robert E. Barnett  
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Anthony G. Barker  
Third Congressional District

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Gwendolyn A. Bright  
At-Large

Montez C. Martin, Jr.  
At-Large

Roger P. Schrum  
At-Large

Matthew L. Yaun  
At-Large

Molly M. Spearman  
Ex Officio

Robert M. Hitt III  
Ex Officio



Dear Mr. Baggett:

readySC™ is pleased that *Project Sunshine* is considering locating its facility in Richland County, South Carolina. The addition of up to 300 jobs, as an original projection is important for the state. This letter will confirm our commitment to provide readySC services to assist the company in recruiting and training for permanent, full-time, direct-hire, production positions that are offering competitive wages and providing health care benefits with a minimum of a 50% employer contribution. The following is an overview of our processes and the services we provide.

### Project Management.

readySC will assign an experienced project manager, supported by a team of recruitment and training specialists, to develop a project plan for your company. The plan will include a scope of work, schedule, processes for change management and feedback, and quality assurance processes. The project manager will serve as a liaison between the company, the local technical college, and other local partners to facilitate a successful start-up for *Project Sunshine*.

### 3-D Training Process to Insure Successful Knowledge and Technology Transfer

**Discovery.** readySC's project team will begin its work by visiting an existing company site to generate an understanding of the company's specific needs and to work with the company team to develop a project plan to meet those needs. The outcome from the discovery phase will be a mutually agreed upon scope of work that will document the work processes and the knowledge, skills, and abilities needed by the local work force. It will also capture the organization's critical business drivers, workplace culture, and timing requirements.

**Design.** Based on the information gleaned during the discovery process and *Project Sunshine's* critical feedback, readySC will partner with the organization to develop the training curriculum. Training can be designed to occur in a pre-employment setting, post-employment setting or a combination of the two. This could include, but would not be limited to, online and blended instruction and standard classroom, lab, vendor and workstation training. The training plan will address instructor qualification, technology, training space, laboratories, travel, and other support needed to successfully execute the training plan. This plan will also include advertising through our professional media service, development and all activities required to recruit and assess potential job candidates.

South Carolina State Board for Technical and Comprehensive Education

111 Executive Center Drive | Columbia, SC 29210 | (803) 896-5320 | Fax (803) 896-5281 | www.sctechnsystem.edu

## **Exhibit I –ReadySC Letter**

**Delivery.** The project team will develop the resources needed to execute the training plan and deliver all aspects of the training defined in the mutually agreed upon scope of work. This plan will also include all activities required to recruit and assess potential job candidates.

**Recruitment, screening and assessment.** readySC commits to providing client companies with a workforce that has the right knowledge, skills and abilities to meet entry-level requirements. While *Project Sunshine* will have the final responsibility for selecting employees, readySC is committed to assisting in the recruitment, assessment, and screening of candidates for these jobs. readySC will work with *Project Sunshine* to determine the project's specific hiring needs and timeline during the Discovery phase. readySC will then coordinate with our statewide partners to provide *Project Sunshine* with all eligible recruitment, screening, and assessment services, including but not limited to:

- Screening applications according to *Project Sunshine's* specifications
- The use of the online job board [www.SCTechJobs.com](http://www.SCTechJobs.com)
- Working with *Project Sunshine* to schedule the interview of trainees/applicants
- Providing space for interviewing and assessments as necessary

**Media placement strategy expertise for recruitment.** readySC will provide *Project Sunshine* with the services of a professional media placement firm with specific expertise in job recruitment advertising strategies. readySC will make recommendations and facilitate the deployment of an advertising strategy for open positions. Recruitment advertising strategies differ depending on the specific needs of the clients and will be defined in the mutually agreed upon scope of work. Typically, the strategy may include a mix of such vehicles as traditional print, broadcast, web and social media outlets.

**Training space location and up fit.** readySC will work with the local technical college and local economic development office to secure space for the delivery of both pre- and post-employment training for *Project Sunshine*. The space will be up-fitted with the appropriate technology and equipment to deliver effective and realistic training, strengthening the bridge from training to workplace.

**Curriculum design and development.** readySC will provide the services of an experienced curriculum development team to the project. This team will work with *Project Sunshine's* subject matter experts to make systematic decisions about the target audience and learner characteristics of each module, intended outcomes and objectives for the training, required content, best methods for delivery, and proposed evaluation strategies. In addition to development of the curriculum, readySC will manage the reproduction and delivery of customized instructional materials.

## **Exhibit I –ReadySC Letter**

**Customized pre-employment training.** readySC will work with *Project Sunshine* to design and deliver a customized pre-employment training program, including but not limited to such topics as safety, company culture, process overview, quality overview and team development. The actual length of pre-employment training will be determined in the Discovery process and outlined in a mutually agreed upon scope of work. Typically, the length of this training ranges from 12-20 hours in length and is delivered at a twenty to one (20:1) student/trainer ratio.

**Structured on-the-job training.** readySC will support structured on-the job training by the company for trainees including technology associates and working supervisors to help them reach the requirements for entry-level employees. readySC will support delivery by reimbursing *Project Sunshine* actual instructor salaries, not to exceed \$50/hour (excluding fringe), at a trainee-to-instructor ratio that will be determined in the Discovery phase.

**Support for travel.** The purpose of readySC's support of travel is to assist in a successful knowledge and technology transfer from an existing location to South Carolina operations. The number and length of trips for training purposes will be defined through the Discovery process. readySC and *Project Sunshine* will define these travel days for each occupation in a mutually agreed upon scope of work.

**Successful transfer of knowledge through train-the-trainer.** readySC will commit to building internal resources by conducting in-depth train-the-trainer instruction for identified internal subject matter experts. Prior to traveling for structured on-the-job training, individuals must receive train-the-trainer instruction. Internal trainers will gain the skills to successfully transfer the knowledge by increasing their understanding of adult learning styles, effective communication and providing feedback, questioning techniques and presentation skills. This proven approach will help to ensure a successful startup to South Carolina.

**Value of readySC™ services.** readySC services are provided through state funding at little or no cost to its partner companies. readySC is not a grant program but instead will commit to providing client organizations with the recruiting and training services necessary to build their initial workforce. readySC bases the value of its services by calculating deferred costs for such activities as:

- Development of an advertising strategy
- Preliminary screening and assessment of applicants
- Logistics associated with interviewing candidates
- Coordination and up-fit of appropriate training space
- Recruitment, scheduling and paying instructors
- Developing and designing customized instructional material
- Delivering customized training
- Reimbursing travel expenses associated with the effective transfer of knowledge
- Developing internal training experts through train the trainer
- Providing a dedicated project manager for the entirety of the project

## Exhibit I –ReadySC Letter

While the value of readySC services is best determined in partnership with the company, based on our current understanding of the project's requirements, we would estimate ready SC's value for *Project Sunshine* at up to \$2000 per employee.

Ultimately, readySC's agreement with *Project Sunshine* will be to provide the right number of employees at the right time with the right knowledge, skills and abilities to meet the staffing requirements determined in the discovery stage of the project.

I hope this letter provides you with the information you need to successfully complete the business model for your company. If you have any additional questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Neese", with a horizontal line extending to the right.

Brad Neese  
Vice President, Division of Economic Development  
SC Technical College System

cc: Jeff Ruble, Director, Richland County Economic Development

# Richland County Council Request for Action

**Subject:**

For the benefit of Project Sunshine, approving the acquisition and transfer of certain real property located in Richland County, the granting of certain easements and other matters related thereto

**Notes:**

First Reading: October 6, 2020

Second Reading: October 20, 2020

Third Reading: November 10, 2020 {Tentative}

Public Hearing: November 10, 2020

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

**FOR THE BENEFIT OF PROJECT SUNSHINE, APPROVING THE  
ACQUISITION AND TRANSFER OF CERTAIN REAL PROPERTY  
LOCATED IN RICHLAND COUNTY, THE GRANTING OF CERTAIN  
EASEMENTS AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Project Sunshine (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$400,000,000 and the creation of 325 new, full-time jobs, all within five year of the commencement of operations, upon approximately 138 acres of land located in the Pineview Industrial Park (the “Project Property”); and

WHEREAS, the Sponsor has requested that adjacent property consisting of approximately 64 acres and more specifically identified on Exhibit A attached hereto also be conveyed to the Sponsor (the “Expansion Property”) in order to accommodate a supplier and/or an expansion of the Project; and

WHEREAS, at the request of the Sponsor and as an additional inducement to locate the Project in the County, the County desires to enter into (1) a Purchase Agreement, the form of which is attached as Exhibit A (the “Purchase Agreement”), pursuant to which the County will transfer the Expansion Property to the Sponsor (the “Property”); and (2) an Easement Agreement or some other agreement (the “Easement Agreement”) pursuant to which the County will grant certain easements or access related to the establishment of rail access to the Property and the Project Property.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

- (a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;
- (b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;
- (c) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (d) The benefits of the Project to the public are greater than the costs.

**Section 2. Real Property Conveyance.** The form, terms and provisions of the Purchase Agreement that is before this meeting is approved and all of the Purchase Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Purchase Agreement in the form attached with any revisions or changes thereto as are not materially adverse to the County as approved by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Purchase Agreement and to deliver the Purchase Agreement to the Sponsor.

The Chair (and various County officials and staff acting at the Chair’s direction) is authorized and

directed, in the name of and on behalf of the County, to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the Property and the execution of a limited warranty deed and other closing documents, to accomplish the transfer of the Property and the inducement of Sponsor to locate in the County.

**Section 5. *Easement Agreement.*** The form, terms and provisions of the Easement Agreement that is before this meeting is approved and all of the Easement Agreement's terms and conditions are incorporated in this Ordinance by reference. The Chair (and various County officials and staff acting at the Chair's direction) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Easement Agreement in the form attached with any revisions or changes thereto as are not materially adverse to the County as approved by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Easement Agreement and to deliver the Easement Agreement to the Sponsor.

The Chair (and various County officials and staff acting at the Chair's direction) is authorized and directed, in the name of and on behalf of the County, to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the easement property and the execution of a limited warranty deed and other closing documents, to accomplish the transfer of the easement rights to the easement property and the inducement of Sponsor to locate in the County.

**Section 5. *Grant Acceptance and Administration.*** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project's benefit according to any documents governing the receipt and expenditure of the grant funds.

**Section 6. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance, the Purchase Agreement, and the Easement Agreement.

**Section 7. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 8. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 9. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading:      October 6, 2020  
Second Reading:    October 20, 2020  
Public Hearing:      November 10, 2020  
Third Reading:     November 10, 2020



**EXHIBIT A**  
**FORM OF PURCHASE AGREEMENT**

## ADDITIONAL PROJECT LAND PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”), entered into this \_\_\_ day of November, 2020 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and [ ], a Delaware corporation referred to from time to time as “Project Sunshine” or “Project Sunshine 2020,” hereinafter called the Buyer.

WITNESSETH: that for and in consideration of the sum of One Hundred Dollars (\$100.00) (the “Purchase Price”) and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

See attached parcel 1b as identified on Exhibit A (the "Property").

Tax Map No.'s R16100-02-02 (portion); R16100-02-16; and R16100-02-04.

### 1. **Buyer’s Rights Prior to Closing - Inspection Period.**

(a) The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and from the period following the Effective Date up until the Closing date, the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have full and complete access to the Property, and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, mechanical (including plumbing, HVAC and electrical), topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the “Investigations”) as the Buyer deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property, unless otherwise agreed to in writing by Seller which agreement shall not be unreasonably withheld, delayed or conditioned. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, reasonable costs, expenses actually incurred and liabilities including reasonable attorneys’ fees to the extent caused by Buyer's efforts in undertaking the Investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Investigations shall be repaired to a substantially similar condition that existed prior to the “Effective Date” in the event Buyer fails to close or terminates this Agreement. Within five (5) days of the Effective Date Seller shall provide Buyer with copies (in an electronic format where available) of all reports pertaining to the Property in Seller’s possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have relating to the Property.

(b) Buyer shall have 90 days from the Effective Date to conduct inspections and any other due diligence related to the Property and Buyer’s intended use of the Property (such period being herein referred to as the “Inspection Period”). At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall

give written notice of such termination to the Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall have any further rights or obligations hereunder except for any obligations of the Buyer under Section 1.a. above.

(c) To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., or any additional due diligence related to Buyer's proposed use of the Property, at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

2. **Seller Covenants.**

(a) Seller shall keep the Property in its present state up to the Closing. The Seller hereby covenants and agrees to convey the Property to the Buyer, its successors or assigns in fee simple by limited warranty deed, free from all defects and encumbrances to the Buyer, except for those identified on Exhibit B attached hereto. Seller shall pay for Seller's attorney's fees, preparation of deed fees and all costs necessary to satisfy any liens imposed upon the Property and deliver marketable title, including recording of satisfactions. Buyer shall pay Seller the Purchase Price (\$100.00) as the full payment for the Property at Closing and be responsible for all other Closing costs. Notwithstanding the above, Buyer and Seller agree that the fair market value of the Property is established at \$1,950,000 for purposes of transfer taxes and taxation and/or fee in-lieu-of taxes.

(b) Seller and Buyer shall agree on a survey establishing the exact boundaries of the Property (as defined herein) prior to Closing (the "Survey").

3. **Seller and Buyer Covenants, Representations and Warranties.** Seller makes the following covenants, representations and warranties, each of which is material and relied upon by Buyer:

(a) Seller is the sole owner of good, fee simple, unencumbered, marketable, and insurable title of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) To the best of Seller's knowledge, except as expressly stated in this Agreement, there are no encroachments, easements, or rights-of-way on, over, under, or across the Property or any part of it which are not of record.

(c) To the best of Seller's knowledge, no part of the Property is subject to any unrecorded building or use restrictions or any unrecorded easements or rights-of-way except as disclosed in this Agreement.

(d) To the best of Seller's knowledge, there are no violations of any rule, regulation, code, resolution, ordinance, statute, or law involving the use, maintenance, operation, or condition of the Property.

(e) With respect to the Property, the Seller represents that the Seller has no actual knowledge (i) that the Property is or may be in violation of applicable federal, state or local environmental laws and regulations (“Environmental Requirements”) including, without limitation, the Clean Water Act of 1972 (“CWA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) and the Resource Conservation and Recovery Act of 1976 (“RCRA”); (ii) of any pending or threatened investigation or inquiry by any environmental government authority relating to the Property; (iii) that hazardous substances or hazardous wastes have been disposed of or otherwise released on the Property; (iv) that the Seller, in respect of the Property, is subject to any remedial obligations under any Environmental Requirements; and (v) of any claim or suit or threatened claim or suit of a non-governmental third party with regard to damage to such third party based upon environmental matters or environmental related matters in the use, operation or ownership of the Seller’s Property. For purposes of this provision, the terms “hazardous substance” and “release” shall have the meanings specified in CERCLA; the terms “hazardous waste” and “disposal” (or “disposed”) shall have the meanings specified in RCRA; provided that, to the extent that applicable state laws establish a meaning for “hazardous substance,” “release,” “hazardous waste,” or “disposal” which is broader than that specified in CWA, CERCLA or RCRA, such broader meaning shall apply.

(f) Seller has no knowledge of any violations of building, housing, safety, accessibility, fire, zoning, health, environmental, or other laws, rules or regulations affecting the Property. Seller will notify Buyer promptly if Seller receives any such notice prior to Closing.

(g) All labor performed and materials supplied for the Property have been fully paid by Seller, and no mechanic’s lien or other lien may be claimed by any person for such labor or materials.

(h) No condemnation proceedings are pending, or to the best of Seller’s knowledge are threatened, against the Property or any part thereof, and Seller has not received any oral or written notice that any public authority or utility intends or desires to take or use the Property or any part thereof.

(i) All statements made and information given to Buyer in this Agreement, including any related Schedules and Exhibits, are true and accurate in every material respect, and no material fact has been withheld from Buyer. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading.

(j) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property, except as specifically stated in this Agreement or any related Schedules and Exhibits.

(k) To the best of Seller’s knowledge, no other person, firm, or entity has any rights in or right to acquire the Property or any part thereof.

(l) There are no contracts or agreements for services rendered in connection with the Property which Buyer shall be required to take the Property subject to, except as are herein provided.

(m) Buyer shall not have any responsibility for any pre-existing conditions on the Property.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing for a period of nine (9) months.

4. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period (as may be extended pursuant Section 1(c)). Seller shall bear all risk of loss until the Closing. If Buyer does not terminate this Agreement within the Inspection Period, Buyer shall have the right to extend the Closing date for an additional 30 day extension period, hereafter the "Extension Period", provided Buyer pays to Seller a nonrefundable deposit equal to \$100.00, hereafter the "Deposit", payable before the date that is 30 days after the expiration of the Inspection Period. If the Buyer does not terminate this Agreement within the Inspection Period, absent a Seller default, the Deposit (if any) shall apply to the Purchase Price. At any time during the contract period Buyer may give Seller written notice that Buyer is ready to close at which time the closing shall occur within 15 days from such notice or such other period as may be agreed to by Seller and Buyer. Upon Closing, Seller shall transfer the title and ownership of the Property to Buyer and deliver:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed with a clause that provides that fee simple title to the Property shall automatically revert back to the Seller in case the Buyer does not expand on the Property or a supplier to the Buyer does not locate on any portion of the Property (collectively, the "Additional Project") within 30 months of the transfer of the Property and such Additional Project does not represent an investment of at least \$150 million, which Additional Project shall be in addition to the Contract Minimum Investment Requirement, as defined in the Fee-in-Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement effective as of November 1, 2020, between Buyer and Seller, title to the Property shall revert back to the Seller. The Seller covenants, represents and warrants to the Buyer that the title to the Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit B.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, but excluding any indemnity that Seller

is prohibited from giving pursuant to applicable law, including but not limited to (1) an owner's affidavit that there are no parties now in the use or possession or control of the Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.

- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

5. **Default.** Upon failure of the Seller to comply with the terms of this Agreement, within the stipulated time, Buyer shall have the rights and options as Buyer's remedies to either (a) immediately terminate this Agreement upon written notice to the Seller; (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement, and to recover all costs and expenses, including reasonable attorney's fees incurred by Buyer in such action; or (c) any and all other remedies whether at law or in equity.

6. **Cancellation.** In case Buyer is not able to proceed with construction of Buyer's intended manufacturing facility on the Property, including, but not limited to, a failure to obtain the necessary environmental operating permits, Buyer shall provide notice to Seller of its inability to proceed with the construction of its project and shall reconvey the Property to Seller, and Seller agrees to accept such conveyance of the Property. This Agreement shall, upon Buyer providing such notice of inability to proceed to Seller, terminate and be of no further force and effect.

7. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by Federal Express, UPS or other national overnight courier service, as of the date such notice is deposited for delivery with the national overnight courier service; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above; and (v) if by e-mail, when the message is received by the addressee provided that such addressee acknowledges same or that a hard copy referencing the date of the email delivery is sent the same day by one of the other delivery methods.

To Seller:

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
1201 Main Street, Suite 910  
Columbia, SC 29201

With a copy to: (does not constitute notice):

Parker Poe Adams & Bernstein LLP  
Attn: Ray Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

To Buyer:

[ ]

With a copy to: (does not constitute notice):

Mr. Robert Boehringer  
Managing Director, Global Location and Expansion Services  
KPMG LLP  
1601 Market Street  
Philadelphia, PA 19103

and

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

8. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement; provided any time period which ends on a Saturday, Sunday or State or Federal holiday shall be deemed extended such that it shall end on the next business day thereafter.

9. **Assignments.** This Agreement may be assigned by Buyer to the entity to be formed as contemplated in the first sentence of this or an affiliate of Buyer without Seller's approval but with prior notice to Seller. Buyer may assign this Agreement to any party not identified in the first sentence of this Section 9, but only with Seller's consent which consent shall not be unreasonably withheld, delayed or conditioned.

10. **Successors and Assigns.** This Agreement is binding upon the parties, their heirs, executors, administrators, successors or assigns. The recitals above are hereby incorporated into and made a part of this Agreement.

11. **Governing Law.** This contract shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. **Survival of Obligations.** All provisions which, by their terms, are intended to survive the Closing, including, but not limited to the provisions of Sections 1(a) and 3, shall survive the Closing.

13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supersedes any prior discussions, agreements and negotiations heretofore.

[SIGNATURE PAGE FOLLOWS]



Witness our Hands and Seals the day and year first above written.

Buyer: [ ]

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

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

Date signed: \_\_\_\_\_, 2018

Seller: RICHLAND COUNTY, SOUTH CAROLINA

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

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

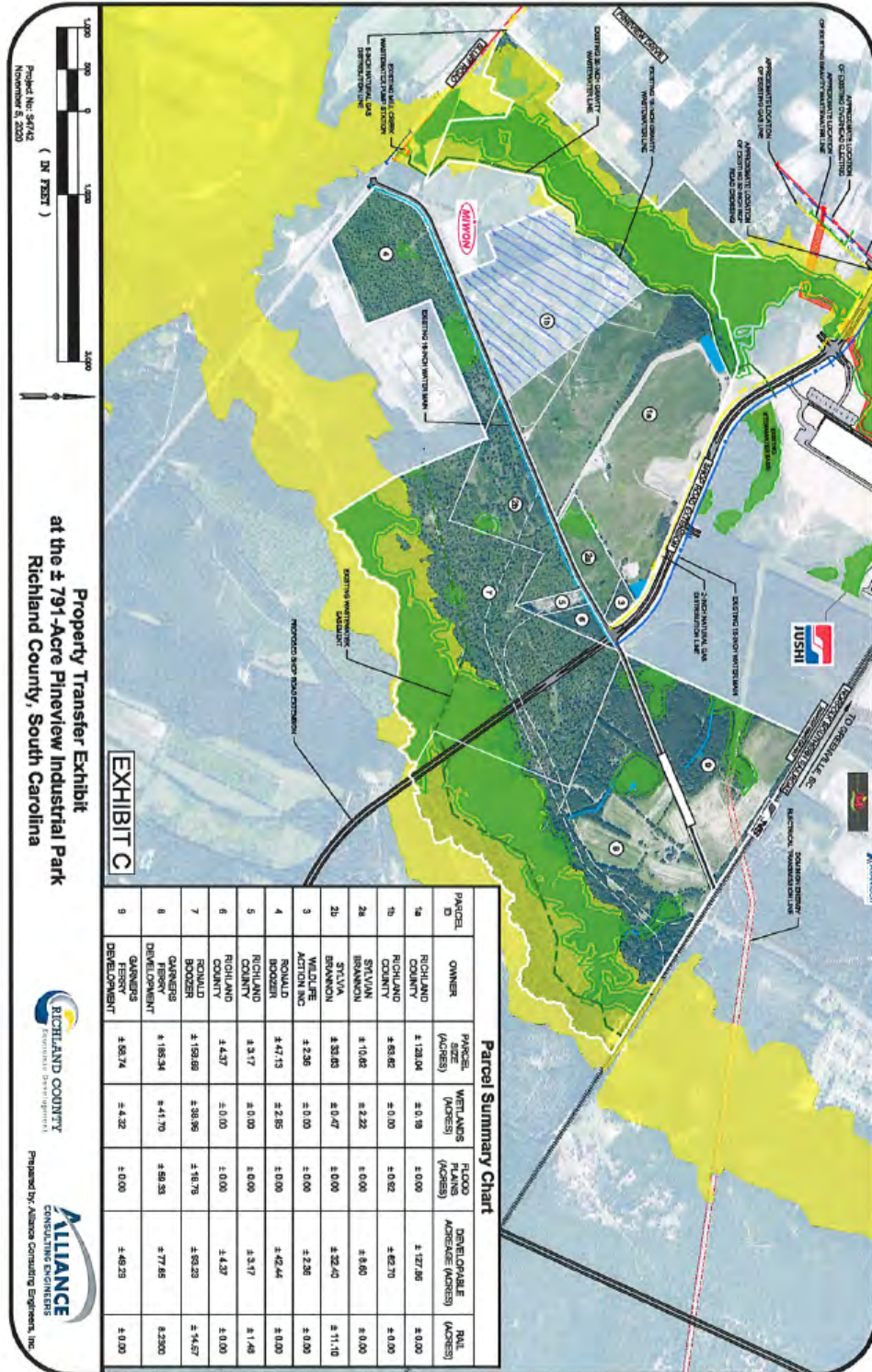
Date signed: \_\_\_\_\_, 20\_\_

## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

Approximately 64 acres consisting of the parcels with Tax Map No.'s R16100-02-02 (portion); R16100-02-16; and R16100-02-04, generally delineated as parcel 1b on Exhibit A-1 attached hereto.

# EXHIBIT A-1



Property Transfer Exhibit  
at the ± 791-Acre Pineview Industrial Park  
Richland County, South Carolina

**EXHIBIT C**

**Parcel Summary Chart**

PARCEL ID	OWNER	PARCEL SIZE (ACRES)	WETLANDS (ACRES)	FLOOD PLAINS (ACRES)	DEVELOPABLE AREAS (ACRES)	RAIL (ACRES)
1a	RICHLAND COUNTY	± 129.04	± 0.19	± 0.00	± 187.86	± 0.00
1b	RICHLAND COUNTY	± 89.82	± 0.00	± 0.82	± 82.70	± 0.00
2a	SYLVAN BRANNON	± 10.88	± 2.25	± 0.00	± 8.80	± 0.00
2b	SYLVAN BRANNON	± 30.80	± 0.47	± 0.00	± 29.40	± 11.10
3	W.D.LIFE ACTION INC	± 2.26	± 0.00	± 0.00	± 2.26	± 0.00
4	ROUALD BROOKER	± 4.713	± 2.85	± 0.00	± 40.44	± 0.00
5	RICHLAND COUNTY	± 3.17	± 0.00	± 0.00	± 3.17	± 1.48
6	RICHLAND COUNTY	± 4.37	± 0.00	± 0.00	± 4.37	± 0.00
7	BOOSER DEVELOPMENT	± 159.89	± 98.96	± 18.79	± 83.23	± 14.67
8	GANNERS DEVELOPMENT	± 188.34	± 41.70	± 89.23	± 77.85	± 200
9	GANNERS DEVELOPMENT	± 58.74	± 4.32	± 0.00	± 48.23	± 0.00

RICHLAND COUNTY  
Environmental Development

Prepared by: Alliance  
CONSULTING ENGINEERS

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. Ad valorem taxes for the year of Closing.
2. All zoning, subdivision, land use and other laws, regulations or ordinances applicable to the Property.
3. Any matter disclosed by Buyer's Title Insurance Commitment (other than consensual liens placed upon the Property by Seller which shall be removed at Closing by the payment of money from Seller's proceeds) or by the Survey, which is not objected to by Buyer to Seller.
4. A reverter clause providing that in case the Company does not expand on the Property or a supplier to the Company does not locate on the Property (collectively, the "Additional Project") within 30 months of the transfer of the Property and such Additional Project does not represent an investment of at least \$150 million, title to the Property shall revert back to the Seller.

## Richland County Council Request for Action

**Subject:**

Alvin S. Glenn Detention Center - Detainee Telephone Service

**Notes:**

October 27, 2020 – The A&F Committee forwarded this item to Council with a recommendation to award the contract to GTL for detainee telephone services at the ASGDC, and to cap the amount at \$0.10/minute.



**Agenda Briefing**

**Prepared by:** Ronaldo D. Myers, Director  
**Department:** Alvin S. Glenn Detention Center

**Date Updated:** November 05, 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 15, 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	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Detainee Telephone Service		

**Recommended Action:**

Staff recommends approval of the contract to GTL for the detainee telephone service at the Alvin S. Glenn Detention Center.

At its October 27, 2020 meeting, the Administration & Finance Committee moved to accept staff's recommendation with the direction that rates are not to exceed \$.10 per minute. Should Council approve the committee's recommendation, staff will negotiate with the vendor as directed.

**Motion Requested:**

1. Move to approve the contract for the detainee telephone service at the Alvin S. Glenn Detention Center; or,
2. Move to deny the contract for the detainee telephone service.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

There is no financial impact to Richland County.

**Motion of Origin:**

There is no associated Council motion of origin.

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

## Discussion:

Since 1987, the detention center has privatized the detainee telephone services to provide better service to the detainees without a cost to Richland County.

In January 2020, Richland County Council solicited for a detainee telephone service for the Alvin S. Glenn Detention Center. The current phone contract is held by AmTel Communications. There were five perspective vendors that responded to RFP. (See attached score sheet). The RFP covered the following telephone communication services: GTL was the most responsive vendor. See the below information in reference to GTL.

---

### Inmate Telephone Systems

GTL's feature-rich Inmate Telephone System is a turnkey solution that comes complete with all hardware and software, including the telephone network, circuits, monitoring and recording system, call-control system, secure database, telephones, workstations, printers, and associated software.



### Visitation Management

The GTL VisitMe video visitation solution allows facilities to transition traditional in-person visitation service to a more secure on-premise or remote alternative. The VisitMe Scheduler can eliminate long queues in the visitation area by avoiding the chaos of having a high volume of concurrent visitors.



### Inmate Messaging

Message Link provides an electronic alternative to an otherwise inefficient and potentially tainted communication method. As contraband and cryptic messages are entering correctional facilities through an ever-rising level of creativity, Message Link provides a secure, controlled environment for inmate messaging.



## Handheld Devices

GTL's latest products for the corrections market consist of a series of personal wireless devices for offenders. We provide a restricted operating system that thwarts unauthorized attempts to modify a device's internal settings and prohibits users from installing unapproved applications

## Inmate Services

**DOCUMENTS, REQUESTS, GRIEVANCES, COMMISSARY** Paperless and customizable solutions save staff time, eliminate human error, and expedite processes.

**VIDEO VISITS, PHONE CALLS, AND MESSAGING** (including photo and video attachments) Communication options provide productive and innovative ways for inmates to stay connected with friends and family.

**EDUCATIONAL CONTENT** Educational videos, exercises, courses, and more help inmates transition into the next phase of their lives, secure employment, and break the cycle of reincarceration.

**JOB & LIFE SKILLS** The Learning Management System features content designed to help inmates prepare for work and relationships on the outside.

**MULTIMEDIA CONTENT** Games, music, movies, newsfeed, books, and more reduce stress and keep inmates engaged.

**LAW LIBRARY** Electronic law library provides access to research material while reducing inmate movement around the facility.

**EBOOKS** Tens of thousands of eBooks with titles covering fiction, religion, addiction, recovery, and more.

## The Inspire Tablet Difference

**AVAILABLE TO EVERY INMATE** Inspire offers both free and premium content for inmates on flexible payment models.

**DESIGNED FOR THE CORRECTIONS ENVIRONMENT** Inspire tablets have a multi-layered security architecture that allows for inmates to access locked-down content without navigating to tablet settings or the Internet.

**PROPRIETARY WIRELESS NETWORK** At the heart of the Inspire tablet's network security is GTL Gatekeeper – a full featured security access control software.

**ULTRA-SECURE, LOCKED-DOWN DEVICES** Inspire uses a highly-secure, customized Android operating system that has been modified to permanently remove features that could present potential security risks. Inmates have no access to core device settings other than volume, rotation, and brightness control.

**INDUCTIVE CHARGING** Inspire tablets offer multiple unique charging methods, including wireless charging, to ensure that they are always ready for use.

**AUTOMATES AND DIGITIZES FACILITY SYSTEMS** Inspire tablets help facilities go paperless and automate costly processes such as grievances, requests, and commissary ordering.



**Attachments:**

1. Procurement Consolidated Score Sheet

Consolidated Evaluations						
Evaluation Criteria	Maximum Points	AMTEL	GTL	SECURUS	IC SOLUTIONS	EDOVO
RC-280-P-2020						
Project Name						
Inmate Telephone Services						
<b>Company Profile</b>	30					
Evaluator 1		30	25	30	28	27
Evaluator 2		27	25	26	26	22
Evaluator 3		29	25	30	28	30
		<b>86</b>	<b>75</b>	<b>86</b>	<b>82</b>	<b>79</b>
<b>System Proposed</b>	30					
Evaluator 1		28	30	30	28	27
Evaluator 2		25	27	27	25	27
Evaluator 3		29	30	30	28	20
		<b>82</b>	<b>87</b>	<b>87</b>	<b>81</b>	<b>74</b>
<b>Support and Training</b>	20					
Evaluator 1		20	20	20	20	20
Evaluator 2		15	18	12	18	16
Evaluator 3		20	20	20	20	20
		<b>55</b>	<b>58</b>	<b>52</b>	<b>58</b>	<b>56</b>
<b>Commission</b>	20					
Evaluator 1		10	20	13	15	5
Evaluator 2		10	20	13	15	5
Evaluator 3		10	20	13	15	5
		<b>30</b>	<b>60</b>	<b>39</b>	<b>45</b>	<b>15</b>
<b>GRANDTOTAL</b>	<b>0</b>	<b>253</b>	<b>280</b>	<b>264</b>	<b>266</b>	<b>224</b>

## Richland County Council Request for Action

**Subject:**

Richland County amend the retirement insurance benefit for employees to be granted full insurance benefit to employees who serve a total number of accumulative years instead of total consecutive years for their perspective terms for full retirement. Example: employees who qualify for full retirement at 25, 28 and 30 years be granted full retirement benefits based on a total accumulated years served instead of consecutive years. The total years must be with Richland County Government

**Notes:**

October 27, 2020 – The A&F Committee forwarded this item to Council with a recommendation for denial.



**Agenda Briefing**

**Prepared by:** T. Dwight Hanna, Director

**Department:** Human Resource Services

**Date Prepared:** September 08, 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 17, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	September 17, 2020
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Retiree Health Insurance		

**Recommended Action:**

Retiree health insurance is a complex topic. Staff recommends County Council be aware of the reason County Council took action in 2009, the current County retiree health plan, and the financial implications of expanding retiree eligibility as well as the importance to employees and recent employer trends relating to retiree health insurance. There needs to be a balance of total rewards investment vs the total rewards return (i.e. employee retention, recruitment, and/or engagement). Also, generational trends have changed regarding retirement.

**Motion Requested:**

1. Move to approve the motion as presented by Councilmember Kennedy; or,
2. Move to deny the motion as presented by Councilmember Kennedy.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

Budget is concerned of the added costs to the budget. The amount of the County’s premiums for retiree health could be up to \$2,536.00 a month or \$30,432.00 a year per retiree. In addition, the additional costs associated with the additional health claims and GASB 75 liability should be considered. There is the actual cost of retirees health premiums paid by Richland County Government and there is the GASB 75 net OPEB (public post-employment benefit plans other than pensions) liability, which is an item on the Employer’s financial statement. This is a sheet (attachment 3 and attachment 4) which show the County’s current annual cost for Medicare retirees and early retirees based on years of service. There is an OPEB Program report from Milliman dated September 20, 2019 (attachment 5) which shows Richland County Government’s OPEB at \$160,832,118.

**Motion of Origin:**

Richland County amend the retirement insurance benefit for employees to be granted full insurance benefit to employees who serve a total number of accumulative years instead of total consecutive years for their perspective terms for full retirement. Example: employees who qualify for full retirement at 25, 28, and 30 years be granted full retirement benefits based on a total accumulated years served instead of consecutive years. The total years must be with Richland County Government.

Council Member	Gwendolyn Kennedy, District 7
Meeting	Special Called
Date	July 14, 2020

**Discussion:**

Richland County Government currently funds two define benefit retiree health insurance plans based on continuous years of service with Richland County Government. There is a Medicare Advantage Plan (Humana) for retirees 65 years and older or disabled retirees with both Medicare Part A and Medicare Part B. Early retirees (less than 65 or without Medicare A and Medicare B) health insurance is with Cigna. Because of the financial cost and GASB 75 (formally GASB 45) OPEB liability, many private and public sector employees have increased eligibility criteria, reduced benefits, or eliminate retiree health benefits all together. Staff has included the Retiree Insurance Benefit Flow Chart (attachment 1) which summarizes eligibility criteria. Staff has also provided the County’s Retirement Benefits Guideline (attachment 2) which provides more details. There is information on retiree benefits at: City of Columbia, Greenville County, Lexington County, and State of South Carolina.

Employer retiree health insurance is complex because of the combination of escalating medical care costs, skyrocketing pharmacy benefits, the goal of the County is to recruit and retain employees, longer life expectancy of participants, fiscal responsibility to County taxpayers, the federal politic process, expectations of employees and retirees, and financial budget decision choices. A 2019 survey by Aon professional services firm (attachment 7) illustrates employers are utilizing many retiree health strategies to include;

- Group Program: Subsidized and uncapped
- Group Program: Access Only
- Group Program: Subsidized and Capped
- Exchange: Access Only
- Exchange: HRA and Subsidized
- No Retiree Medical Coverage
- Only Early Retiree Health Benefit
- Only Medicare Retiree Health Benefit

Any expansion of eligibility increases the number of potential retirees. And any increase in retiree eligible increases OPEB liability and more retirees increase actual costs. The County does not maintain a list of employees who left Richland County Government and returned to work with the County. Therefore we don’t have numbers on exactly how many employees would be eligible. If Council is considering moving forward with this change, there are many considerations which will have to be or should be decided;

1. Only county years of service the employee was covered under Richland County Government health insurance.
2. Require minimum number of consecutive years upon return to Richland County Government.
3. Whether employees already retired can participate (i.e. window of opportunity).
4. Will there be a total minimum years of Richland County Government service required.
5. Will this group of retirees be subject to the same tiers as retirees with continuous years of service

The County's 2020 retiree premium cost for Medicare Retirees and Early Retirees ranges as outlined on attachment III and attachment 4.

Staff gathered retiree health insurance benchmark data from:

- City of Columbia, SC
- Greenville County, SC
- Lexington County, SC
- Horry County, SC
- Fairfax County, VA

**Attachments:**

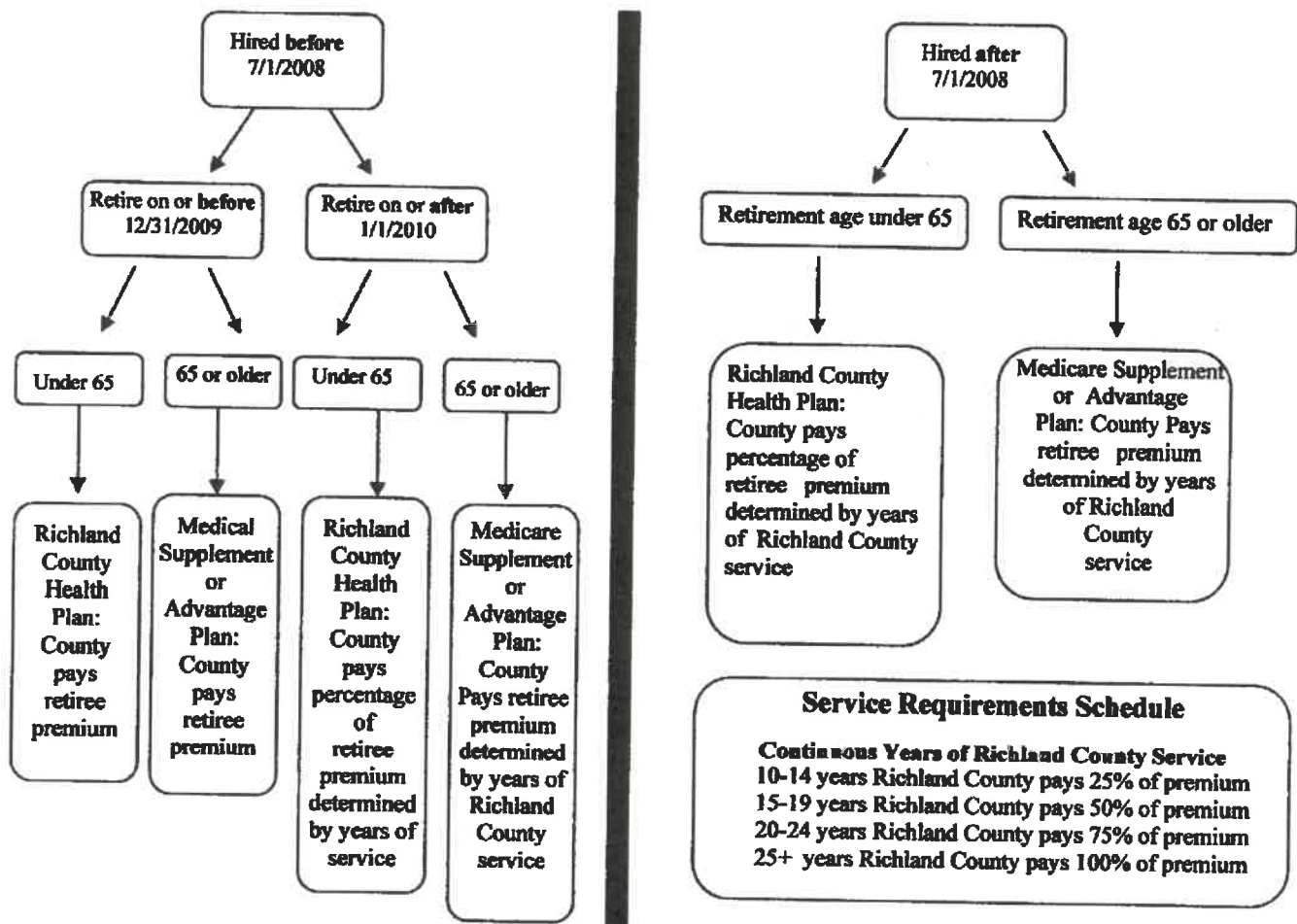
1. Richland County Government 2010 Retiree Insurance Benefit Flow Chart
2. Richland County Government Retirement Benefits Guideline
3. Richland County Government Early Retiree Premium
4. Richland County Government Medicare Retiree Premium
5. Richland County Government GASB 75 OPEB Program Report (2019)
6. Benchmark Data from Local Governments
  - a. City of Columbia, SC
  - b. Greenville County, SC
  - c. Lexington County, SC
  - d. Horry County, SC
  - e. Fairfax County, VA
7. Aon 2019 Retiree Health Care Survey
  - a. Type of Coverage Provided to Eligible Populations

## RCG 2010 Retiree Insurance Benefit Flow Chart

## COUNTY COUNCIL VOTES TO CONTINUE RETIREE INSURANCE BENEFIT

Richland County Council took action to continue the health insurance benefit for retirees. While many employers have decided to eliminate retiree health insurance plans completely to comply with GASGB 45, Council took action to continue retiree health insurance. However, there will be some changes for eligible employees hired after June 30, 2008 and for all eligible employees beginning January 2010. Below is a flow chart that outlines the actions of Council. You should be able to determine your retiree health insurance status in three easy steps using the chart:

- First, look for your date of hire.
- Second, look for when you plan to retire.
- Third, identify your age at retirement.



As of July 1, 2008, employees hired before July 1, 2008 that retire after January 1, 2010, as well as, all employees hired after July 1, 2008, will have Richland County Health Plan premiums paid by the County according to the years of Richland County service requirements (see schedule above) while under the age of 65. At 65 these retirees will be enrolled into either a Medicare Supplement or Advantage Plan with the premiums paid by the County. Employees hired before July 1, 2008 and retire before January 1, 2010 will remain in the Richland County Supplement or health plan with 100% premiums paid by the County at this time. At 65 these retirees will be enrolled in a Medicare Supplement or Advantage Plan with the premium paid by the County.

**\*\*All plans subject to change at the discretion of County Council and/or subject to funding approval. A good faith effort was made to accurately capture the actions of Council. However, if there is any conflict with the actual actions taken by County Council, the actual actions of Council will take precedent.**



# RCG Retirement Benefits Guideline

<b>RICHLAND COUNTY HUMAN RESOURCES GUIDELINES</b>	
<b>TITLE:</b> Retirement Benefits	<b>Number:</b> 2.22
<b>EFFECTIVE DATE:</b> 8/1/2009	<b>Page:</b> 1 of 10
<b>REVISION DATE:</b> 6/23/2015	<b>REVISION #2</b>
<b>PREPARED BY:</b> Human Resources Department	<b>AUTHORIZED BY:</b> Council
	<b>REVISION AUTHORIZED BY:</b> County Administrator

**PURPOSE:**

To outline Richland County's Retiree Benefit Program and the criteria for eligibility. This program offers eligible Richland County employees the opportunity, under certain stipulations, to participate in retiree benefits.

**DEFINITIONS:**

- A. South Carolina Retirement Systems (PEBA) – A retirement system established and placed under the management of the State Budget and Control Board for the purpose of providing retirement allowances and other benefits for employees of the State of South Carolina and political subdivisions or agencies or departments thereof. The Retirement Systems administers the regulations governing the following plans:
  - a. South Carolina Retirement System (SCRS) – A state retirement plan that provides retirement, disability, and death benefits to eligible participants.
  - b. Police Officer Retirement System (PORS) – A state retirement plan that provides retirement, disability, and death benefits to participants who qualify as sworn law enforcement officers, firefighters, Magistrates, or Probate Judges and who meet the earnings and hours limitations/requirements.
  
- B. Richland County Retiree Benefit Program – As defined by Richland County.
  - a. Medicare Retiree – A retiree who is over the age of 65 or who is disabled and is eligible for and enrolled in Medicare Part A and Part B.
  - b. Retiree Without Medicare – A retiree not eligible for and/or not enrolled in Medicare.
  - c. Date of Retirement – Date employee begins retirement according to SCRS.

**PROCEDURE:**

- 1. **The County reserves the right to change, increase, decrease, terminate, modify, eliminate, determine eligibility changes and/or revise retiree health plans, premiums, and/or benefits at any time with or without notice.**
  - 1.1. The County cannot foresee or anticipate all future conditions that may affect the County and/or County decisions.

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- 1.2. The Retirement Benefits program includes health insurance, dental insurance, and life insurance for retirees under the age of 65 (subject to the terms and conditions of the applicable plan documents and vendor contracts).
2. Eligibility for Retiree Health Insurance
    - 2.1. All Regular, full-time County employees must participate in the Retirement System as a condition of employment, unless participation is specifically excluded by legislation.
    - 2.2. A retiring employee who meets all the requirements of retirement set forth by the South Carolina Retirement Systems and Richland County, and who directly retires from County employment under the South Carolina Retirement Systems, is eligible to participate in the Richland County Retiree Benefit Program, contingent upon meeting all Richland County qualifications and enrollment rules.
    - 2.3. If an employee is eligible for retirement and the appropriate documentation is provided to the County to verify such retirement, the County may pay a percentage of the health insurance coverage based on current and most recent continuous Richland County years of service subject to the terms and conditions of the insurance contract in existence at the time of retirement.
    - 2.4. The County reserves the sole right to make eligibility and/or cost sharing determinations.
    - 2.5. At the time of retirement, the retiree must begin receiving benefits from South Carolina Retirement Systems, or PORS.
    - 2.6. Eligible retirees must submit an enrollment form to participate in the County's Retiree Benefits Program no later than thirty (30) days from the effective date of retirement or approval of retirement by SCRS, or before the effective date of retirement.
    - 2.7. Retirees that have made an initial election may later enroll during Open Enrollment or as a result of a qualified status change (as long as HRD is notified within 30 days of the qualifying event).
    - 2.8. If informed by the employee in writing of the employee's retirement, the County will attempt to provide written notice of this coverage election

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option to the retiree before his/her separation from the County. A copy of such notice and acceptance or waiver of such coverage, signed by the retiree, and returned to HRD, should be placed and retained in the separating employee's benefits file.

- 2.9. Enrollment and participation in the Retiree Health Benefit Program is totally optional for eligible participants and contingent upon meeting all eligibility requirements, timely election of benefits, and prompt payment of premiums.
  - 2.10. Enrollment in the Retiree Health Benefit Program is not automatic, even if the separating employee is eligible. The responsibility to take initial action to request enrollment and complete all requirements within the time period stipulated is solely up to the eligible retiree.
  - 2.11. If you are not eligible for employee insurance at the time of retirement from Richland County, you will not be eligible for retiree insurance.
  - 2.12. The employee is solely responsible to apply for retirement with South Carolina Retirement Systems and to complete all necessary requirements.
  - 2.13. A retiree's spouse may be eligible for the retiree health insurance for the period of time the retiree is enrolled in retiree health insurance. Upon the death of the retiree or divorce, the spouse is eligible to enroll in COBRA, if applicable. Eligible retirees will be responsible to pay the cost of health, dental, and dependent life benefit premiums for coverage they elect on their dependents.
3. Employee Benefit Eligibility for Rehires
- 3.1. Employees who retire through the SCRS with Richland County and return to work in a Regular, full-time retirement status with Richland County and who meet the other qualifiers of retirement benefits, are eligible to return to the Employee Benefit Plan that is offered to Regular, full-time employees at Richland County. When this happens, employee benefit guidelines will be followed.
4. Retirement Schedule
- 4.1. Eligible employees who were hired before July 1, 2008, and who retired on or before January 1, 2010, were eligible to retire based on the previous County Retirement Benefits Plan (which did not stipulate minimum Richland County years of service as a requirement for retirement benefits).

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- 4.2. Eligible employees who retired before January 1, 2010, and who are under the age of 65, shall be eligible for group life and health benefits. At the age of 65, such retirees will only be offered a Medicare Plan.
  
5. Employees who retire directly from Richland County through the SCRS, on or after January 1, 2010 (no matter the date of hire), will be eligible for Retiree health insurance based on the schedule below, based on the most recent date of hire.
  - 5.1. 25 years or more of continuous Richland County service with South Carolina Retirement Systems – 100% of premium paid by County.
  - 5.2. 20-24 years of continuous Richland County service with South Carolina Retirement Systems – 75% of premium paid by County, balance by member.
  - 5.3. 15-19 years of continuous Richland County service with South Carolina Retirement Systems – 50% of premium paid by County, balance by member.
  - 5.4. 10-14 years of continuous Richland County service with South Carolina Retirement Systems – 25% of premium paid by County, balance by member.
  - 5.5. Employees with less than 10 years, of continuous Richland County service with SCRS may participate provided they pay 100% of the premiums and applicable fees/charges as determined by Richland County.
  - 5.6. Eligibility service requirements are based on years of continuous service (continuous employment by the County measured from the date the employee was last hired).
    - 5.6.1. A less-than-60-day break in coverage is considered continuous years of service.
    - 5.6.2. A break in service of more than 90 days is allowed for purposes of military leave, FMLA leave, or separation resulting from County-initiated reduction in force procedures within the previous twelve (12) months.
    - 5.6.3. Accrued leave time does not count toward years of service.

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5.6.4. The County uses the date of retirement provided by SCRS as the date to calculate the service dates. For individuals ending TERI, the date of retirement according to SCRS is the date they go on TERI.

## 6. Disability Retirement

- 6.1. Employees who retire on disability directly from Richland County and are approved by SCRS or PORS for disability retirement will have their eligibility and premiums calculated according to the above Richland County Service Schedule.
- 6.2. Employees must apply for disability with SCRS (in accordance with SCRS rules) within 90 days of termination by Richland County. If they are approved for Disability Retirement, they will be eligible for the Retirement Benefits Program at the service level for their date of service.
- 6.3. The County reserves the right to evaluate the status of a disabled retiree post-employment at any time, including after retirement.
- 6.4. Retirees who have applied for and received Medicare Part A are required to notify Richland County as soon as they are approved by Medicare for Part A. Such retiree must also enroll in Medicare Part B upon eligibility for Part A.
- 6.5. Once Richland County is made aware that a retiree is covered by both Medicare A and B, he/she will be moved to the County Medicare plan for the next available effective date, as approved by the insurance company.
  - 6.5.1. Effective date will be the beginning of the month following the date that the retiree notifies HRD of application for disability retirement by SCRS.
  - 6.5.2. Employee must notify HRD within 30 days of approval by SCRS.

## 7. Dependent Eligibility for Retiree Health Insurance

- 7.1. Upon the death of the retiree, the enrolled dependents will be extended COBRA, if eligible.
- 7.2. The eligibility of the spouse will end in the event of a divorce. COBRA continuation will be offered at that time if the spouse qualifies for COBRA and if eligible.

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- 7.3. A court order to the retiree to provide coverage for a spouse, ex-spouse, or dependent is an obligation of the retiree. Moreover, this is not an obligation for Richland County and does not make an ex-spouse eligible for coverage under this plan.
- 7.4. No dependent is eligible if the retiree is not eligible and does not elect coverage.

## 8. Requirements for Retiree Health Insurance

- 8.1. Upon eligibility for Medicare (usually at age 65 or if disabled) each participant is expected to and responsible for enrollment in Medicare Program Part A and Part B, at the retiree's expense.
- 8.2. A disabled retiree eligible for Part A, must also apply for Part B immediately upon eligibility for Part A. Noncompliance will result in the retiree being ineligible for the County's Medicare Insurance program.
- 8.3. Eligible retirees failing to enroll in Part A and Part B, if eligible, may enroll in an alternative retiree plan, in which case the retiree will be responsible for paying the premium cost difference between the two plans and any additional premium costs a participant in the alternate plan is responsible to pay.
- 8.4. Failure to make timely and complete payments for retiree and/or dependent coverage will result in cancellation of coverage.
- 8.5. If enrollment is cancelled for late payment, County retiree insurance benefits may only be reinstated in the future during Open Enrollment, and then only if all past-due premiums are paid in full.
- 8.6. Insurance coverage is subject to cancellation if premiums become 30 days past due.

## 9. County Responsibilities

- 9.1. If eligible, Richland County will offer retiree benefits as authorized by Richland County Council within budget approvals, and Richland County may continue to pay a percentage of dependent coverage.

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- 9.2. Richland County reserves the sole discretion to select the retiree health plan, determine premiums paid by the retiree, the dependent and the County, and/or select the vendor(s).
- 9.3. Per benefits SPDs, eligibility rules may be modified by the vendors.

**10. LONGEVITY:**

- 10.1. If funded, at retirement, a one-time ten percent (10%) longevity payment (if approved in the yearly budget) will be paid to employees who meet all of the following conditions:
  - 10.1.1. Have twenty (20) or more continuous years of Richland County Service dating from the last employment or reemployment.
  - 10.1.2. Have left Richland County employment in order to immediately begin receiving benefits under South Carolina Retirement Systems or Disability Retirement System (The employee must provide documented evidence of such).
  - 10.1.3. Have neither been terminated from Richland County for disciplinary reasons nor retired in order to avoid termination for disciplinary reasons.
- 10.2. Payment is made at either the end of TERI or (if TERI is not used) at the time of retirement.
- 10.3. If this service was interrupted by a break in service of less than sixty (60) days (other than for military, maternity, disability, or leave with or without pay or separation resulting from County-initiated reduction in force procedures within the previous twelve (12) months), the employee's length of service for purposes of longevity pay will commence from the previous start date with his/her reinstatement.
- 10.4. **ELECTED OFFICIALS:**
  - 10.4.1. If funded, at retirement, an additional one-time ten percent (10%) longevity payment will be paid to Elected Officials (except members of the County Council) who meet all the following conditions:
    - 10.4.2. Have served five (5) or more consecutive four-year terms.



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- 10.4.3. Provide documented evidence of approval for benefits under the South Carolina Retirement Systems or SC Disability Retirement to Human Resources prior to last day in term of office.

#### 11. DENTAL PREMIUMS:

- 11.1. Eligible retiring employees shall pay full premiums for dental coverage that they elect during their participation in the dental plan.
- 11.2. Failure of retirees to pay dental insurance premiums promptly and completely shall result in a lapse and forfeiture of dental insurance coverage.
- 11.3. No dependent is eligible if the retiree is not eligible and does not elect coverage.

#### 12. OTHER:

- 12.1. Upon turning the age of 65, retirees and dependents will no longer be eligible to maintain the life policy or the dependent life policy offered by the County.
- 12.2. After retirement, any benefit coverage on behalf of a retiree who withdraws from or is rejected by either retirement system shall terminate immediately when benefits cease from the retirement system.
- 12.3. COBRA enrollees will not be eligible for Retiree Benefits. Time enrolled in COBRA is not considered County employment for insurance benefit purposes.

#### RESPONSIBILITIES:

##### 1. Employee

- 1.1. Contact HRD within 30 days in the event of a disability to obtain the appropriate paperwork.
- 1.2. Provide Human Resources Department all necessary documentation in a timely manner.
- 1.3. Complete and submit the necessary documentation to the SCRS.

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- 1.4. Inform HRD of retirement prior to last day of employment.
  - 1.5. Make premium payments within thirty (30) days.
  - 1.6. Enroll in Medicare Part A and Part B upon becoming eligible.
  - 1.7. Provide HRD update for any address, email, or phone number changes.
2. Finance Department
- 2.1. Invoice retirees and receive premium payments.
  - 2.2. Accordingly record retiree payments received to appropriate fund and coverage type.
  - 2.3. Provide HRD monthly report of retiree premiums billed and due or when requested.
3. Human Resources Department
- 3.1. Promptly make retiree eligibility determinations based on County policy.
  - 3.2. Maintain accurate and current database of eligible retiree plan participants.
  - 3.3. Provide accurate and timely billing change information to Finance Department.
  - 3.4. Promptly notify participants of cancellation of or change in benefits coverage due to non-payment or other reasons.
  - 3.5. Promptly update participants on program changes relating to cost, benefits, or other areas.
  - 3.6. Provide information and respond to questions from employees and retirees.
  - 3.7. Keep County Administration informed about status of retiree benefit program and trends relating to retiree health coverage.
  - 3.8. Propose changes to County Administration in the best interests of the County.
  - 3.9. Document each election or waiver of coverage.

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4. County Administrator

- 4.1. Consider recommendations from HRD and make decision.
- 4.2. Authorize changes as deemed appropriate.
- 4.3. Propose changes to County Council in the best interest of the County.

5. County Council

- 5.1. Retains sole authority to revise, eliminate, change, terminate, cancel, and modify retirement benefits and any other County benefit not required by law at any time with or without notice.

## RCG Early Retiree Premium

# 2020-2021 Health Insurance Retiree Rates

Monthly rates for Early Retirees who retired before January 1, 2010  
OR who retired after January 1, 2010 and who have at least 25 years of service

25+ Years	BUY UP PLAN			STANDARD PLAN		
	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium
Retiree Only	\$218.00	\$1,241.04	\$1,459.04	\$50.00	\$1,202.94	\$1,252.94
Retiree & Spouse	\$1,079.69	\$2,185.58	\$3,265.27	\$822.06	\$1,981.93	\$2,803.99
Retiree & Child(ren)	\$640.45	\$1,703.07	\$2,343.52	\$428.54	\$1,583.91	\$2,012.45
Retiree & Family	\$1,401.42	\$2,535.84	\$3,937.26	\$1,110.39	\$2,270.65	\$3,381.04

Monthly rates for Early Retirees who retired after January 1, 2010 and who have less than 25 years of service:

Coverage Tier	BUY UP PLAN			STANDARD PLAN		
	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium	Retiree Monthly Premium*	County Monthly Premium	Total Monthly Premium
<b>20-24 Years</b>						
Retiree Only	\$501.69	\$957.35	\$1,459.04	\$304.19	\$948.75	\$1,252.94
Retiree & Spouse	\$1,497.49	\$1,767.78	\$3,265.27	\$1,196.42	\$1,607.57	\$2,803.99
Retiree & Child(ren)	\$989.95	\$1,353.57	\$2,343.52	\$741.70	\$1,270.75	\$2,012.45
Retiree & Family	\$1,869.30	\$2,067.96	\$3,937.26	\$1,529.62	\$1,851.42	\$3,381.04
<b>15-19 Years</b>						
Retiree Only	\$785.39	\$673.65	\$1,459.04	\$558.38	\$694.56	\$1,252.94
Retiree & Spouse	\$1,915.31	\$1,349.96	\$3,265.27	\$1,570.77	\$1,233.22	\$2,803.99
Retiree & Child(ren)	\$1,339.45	\$1,004.07	\$2,343.52	\$1,054.86	\$957.59	\$2,012.45
Retiree & Family	\$2,337.20	\$1,600.06	\$3,937.26	\$1,948.86	\$1,432.18	\$3,381.04
<b>10-14 Years</b>						
Retiree Only	\$1,069.08	\$389.96	\$1,459.04	\$812.57	\$440.37	\$1,252.94
Retiree & Spouse	\$2,333.12	\$932.15	\$3,265.27	\$1,945.13	\$858.86	\$2,803.99
Retiree & Child(ren)	\$1,688.95	\$654.57	\$2,343.52	\$1,368.02	\$644.43	\$2,012.45
Retiree & Family	\$2,805.08	\$1,132.18	\$3,937.26	\$2,368.09	\$1,012.95	\$3,381.04
<b>1-9 Years</b>						
Retiree Only	\$1,184.77	\$274.27	\$1,459.04	\$1,016.76	\$236.18	\$1,252.94
Retiree & Spouse	\$2,582.93	\$682.34	\$3,265.27	\$2,269.49	\$534.50	\$2,803.99
Retiree & Child(ren)	\$1,870.45	\$473.07	\$2,343.52	\$1,631.18	\$381.27	\$2,012.45
Retiree & Family	\$3,104.97	\$832.29	\$3,937.26	\$2,737.33	\$643.71	\$3,381.04

*\*Wellness Incentive Program Compliance: If you fully complete all the required steps of the Wellness Incentive program, then the premium is reduced by \$50.00 per month.*

## RCG Medicare Retiree Premium

## 2020 Health Insurance Retiree Premiums

Below are the premiums for the Medicare Advantage Plan for eligible retirees, effective January 1, 2020.

**Note: If you would like to cover dependents (spouse and/or child(ren)) under the age of 65, please see the premiums listed at the end of this guide.**

Medicare retirees who retired before January 1, 2010  
**OR** who retired after January 1, 2010 and who have at least 25 years of service

25+ Years 100 %	Total Monthly Premium	Monthly Premium - County Portion	Monthly Premium - Retiree Portion
Retiree Only	\$210.26	\$210.26	\$0.00
Retiree & Spouse (65 & older)	\$420.52	\$294.71	\$125.81

Medicare retirees who retired after January 1, 2010  
and who have less than 25 years of service

Coverage Tier	Total Monthly Premium	Monthly Premium - County Portion	Monthly Premium - Retiree Portion
<b>20-24 Years 75%</b>			
Retiree Only	\$210.26	\$157.70	\$52.56
Retiree & Spouse (65 & older)	\$420.52	\$222.86	\$197.66
<b>15-19 Years 50%</b>			
Retiree Only	\$210.26	\$105.13	\$105.13
Retiree & Spouse (65 & older)	\$420.52	\$151.02	\$269.50
<b>10-14 Years 25 %</b>			
Retiree Only	\$210.26	\$52.56	\$157.70
Retiree & Spouse (65 & older)	\$420.52	\$79.18	\$341.34
<b>1-9 Years 0%</b>			
Retiree Only	\$210.26	\$0.00	\$210.26
Retiree & Spouse (65 & older)	\$420.52	\$0.00	\$420.52

## RCG GASB 75 OPEB Program Report (2019)





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**RICHLAND COUNTY  
OTHER POST-EMPLOYMENT BENEFITS PROGRAM**

**GASB 74 and 75 DISCLOSURE  
Fiscal Year: July 1, 2018 to June 30, 2019**

**Prepared by**

**Bryan Jones, ASA, MAAA**  
Associate Actuary

**Hassan Ghazi, FSA, MAAA**  
Consulting Actuary

**Sharad Arora**  
Consultant

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## Certification

Actuarial computations presented in this report under Statements No. 74 and 75 of the Governmental Accounting Standards Board are for purposes of assisting the County in fulfilling its financial accounting requirements. No attempt is being made to offer any accounting opinion or advice. This report is for fiscal year July 1, 2018 to June 30, 2019. The reporting date for determining plan assets and obligations is June 30, 2019. The calculations enclosed in this report have been made on a basis consistent with our understanding of the plan provisions. Determinations for purposes other than meeting financial reporting requirements may be significantly different than the results contained in this report. Accordingly, additional determinations may be needed for other purposes, such as judging benefit security or meeting employer funding requirements.

In preparing this report, we relied, without audit, on information as of July 1, 2017 and June 30, 2019 furnished by the County. This information includes, but is not limited to, statutory provisions, member census data, and financial information. Please see Milliman's valuation report dated January 11, 2019 for more information on the plan's participant group as of July 1, 2017 as well as a summary of the plan provisions and a summary of the actuarial methods and assumptions used for funding purposes.

We performed a limited review of the census and financial information used directly in our analysis and have found them to be reasonably consistent and comparable with information used for other purposes. The valuation results depend on the integrity of this information. If any of this information is inaccurate or incomplete our results may be different and our calculations may need to be revised.

We hereby certify that, to the best of our knowledge, this report, including all costs and liabilities based on actuarial assumptions and methods, is complete and accurate and determined in conformance with generally recognized and accepted actuarial principles and practices, which are consistent with the Actuarial Standards of Practice promulgated by the Actuarial Standards Board and the applicable Code of Professional Conduct, amplifying Opinions and supporting Recommendations of the American Academy of Actuaries.

Each of the assumptions used in this valuation with the exception of those set by law was set based on industry standard published tables and data, the particular characteristics of the plan, relevant information from the plan sponsor or other sources about future expectations, and our professional judgment regarding future plan experience. We believe the assumptions are reasonable for the contingencies they are measuring, and are not anticipated to produce significant cumulative actuarial gains or losses over the measurement period. Assumptions related to the claims costs and healthcare trend (cost inflation) rates for the retiree healthcare program discussed in this report were determined by Milliman actuaries qualified in such matters.

This valuation report is only an estimate of the plan's financial condition as of a single date. It can neither predict the plan's future condition nor guarantee future financial soundness. Actuarial valuations do not affect the ultimate cost of plan benefits, only the timing of plan contributions. While the valuation is based on an array of individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. No one set of assumptions is uniquely correct. Determining results using alternative assumptions is outside the scope of our engagement.

## Certification

Future actuarial measurements may differ significantly from the current measurements presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Due to the limited scope of the actuarial assignment, we did not perform an analysis of the potential range of such future measurements.

Milliman's work is prepared solely for the internal use and benefit of the Richland County. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions: (a) the Plan Sponsor may provide a copy of Milliman's work, in its entirety, to the Plan Sponsor's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the County; and (b) the Plan Sponsor may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law.

No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their specific needs.

The consultants who worked on this assignment are actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

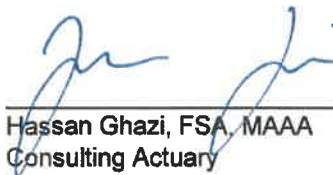
The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.

On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and has been prepared in accordance with generally recognized actuarial principles and practices. We are members of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.



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Bryan Jones, ASA, MAAA  
Associate Actuary



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Hassan Ghazi, FSA, MAAA  
Consulting Actuary

## Overview of GASB 74 and GASB 75

The Governmental Accounting Standards Board (GASB) released new accounting standards for public postemployment benefit plans other than pension (OPEB) and participating employers in 2015. These standards, GASB Statements No. 74 and 75, have substantially revised the accounting requirements previously mandated under GASB Statements No. 43 and 45. The most notable change is the that the Annual Required Contribution (ARC) has been eliminated and the Net OPEB Liability will be an item on the employer's financial statement rather than a footnote entry.

GASB 74 applies to financial reporting for public OPEB plans funded by OPEB trusts and is required to be implemented for plan fiscal years beginning after June 15, 2016. Note that a plan's fiscal year might not be the same as the employer's fiscal year. Even if the plan does not issue standalone financial statements, but rather is considered a trust fund of a government, it is subject to GASB 74. Under GASB 74, enhancements to the financial statement disclosures are required, along with certain required supplementary information.

GASB 75 governs the specifics of accounting for public OPEB plan obligations for participating employers and is required to be implemented for employer fiscal years beginning after June 15, 2017. GASB 75 requires a liability for OPEB obligations, known as the Net OPEB Liability (Total OPEB Liability for unfunded plans), to be recognized on the balance sheets of participating employers. Changes in the Net OPEB Liability (Total OPEB Liability for unfunded plans) will be immediately recognized as OPEB Expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change.

## Executive Summary

### Relationship Between Valuation Date, Measurement Date, and Reporting Date

The Valuation Date is July 1, 2017. This is the date as of which the actuarial valuation is performed. The Measurement Date is June 30, 2019. This is the date as of which the total OPEB liability is determined. The Reporting Date is June 30, 2019. This is the plan's and/or employer's fiscal year ending date.

### Significant Changes

There have been no significant changes between the valuation date and fiscal year end.

### Participant Data as of July 1, 2017

Actives	2,204
Retirees*	440
Beneficiaries	0
Spouses of Retirees*	92
Disabled Retirees**	84
Spouses of Disabled Retirees**	17
Total	<u>2,837</u>

\*Of these, 298 retirees and 15 spouses have medical coverage.

\*\*Of these, 46 disabled members and 2 spouses of disabled members have medical coverage.

## Total OPEB Liability

Total OPEB Liability	June 30, 2018	June 30, 2019
Total OPEB liability	\$140,053,492	\$160,832,118
Covered payroll	87,854,232	87,854,232
Total OPEB liability as a % of covered payroll	159.42%	183.07%

The total OPEB liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and was then projected forward to the measurement date. Any significant changes during this period have been reflected as prescribed by GASB 74 and 75.

### Discount Rate

Discount rate	3.87%	3.50%
20 Year Tax-Exempt Municipal Bond Yield	3.87%	3.50%

The discount rate was based on the Bond Buyer General Obligation 20-Bond Municipal Index.

### Other Key Actuarial Assumptions

The plan has not had a formal actuarial experience study performed.

Valuation date	July 1, 2017	July 1, 2017
Measurement date	June 30, 2018	June 30, 2019
Actuarial cost method	Entry Age Normal	Entry Age Normal
Inflation	2.30%	2.30%
Medical Trend Rate	Pre-Medicare: 6.9% to 4.4% over 73 years Post-Medicare: 7.3% to 4.6% over 82 years	Pre-Medicare: 6.9% to 4.4% over 73 years Post-Medicare: 7.3% to 4.6% over 82 years
Salary increases including inflation	Graded scale based on service	Graded scale based on service

Please see Milliman's valuation report dated January 11, 2019 for more detail.

### Changes in Total OPEB Liability

	Increase (Decrease) Total OPEB Liability
<b>Changes in Total OPEB Liability</b>	
Balance as of June 30, 2018	\$140,053,492
Changes for the year:	
Service cost	9,027,447
Interest on total OPEB liability	5,706,912
Effect of plan changes	0
Effect of economic/demographic gains or losses	0
Effect of assumptions changes or inputs	9,306,247
Benefit payments	(3,261,980)
Balance as of June 30, 2019	160,832,118

#### Sensitivity Analysis

The following presents the total OPEB liability of the County, calculated using the discount rate of 3.50%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.50%) or 1 percentage point higher (4.50%) than the current rate.

	1% Decrease 2.50%	Discount Rate 3.50%	1% Increase 4.50%
Total OPEB liability	\$190,167,659	\$160,832,118	\$137,292,915

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates.

	1% Decrease	Trend Rate	1% Increase
Total OPEB liability	\$130,645,484	\$160,832,118	\$200,800,647



Schedule of Changes in Total OPEB Liability and Related Ratios

	Fiscal Year Ending June 30									
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
<b>Total OPEB Liability</b>										
Service cost	\$9,027,447	\$9,458,994	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Interest on total OPEB liability	5,706,912	5,122,023	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of plan changes	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of economic/demographic gains or (losses)	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Effect of assumption changes or inputs	9,306,247	(6,677,563)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Benefit payments	(3,261,980)	(2,902,945)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net change in total OPEB liability	20,778,626	5,000,509	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability, beginning	140,053,492	135,052,983	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability, ending (a)	160,832,118	140,053,492	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Covered payroll	\$87,854,232	\$87,854,232	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total OPEB liability as a % of covered payroll	183.07%	159.42%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

This schedule is presented to illustrate the requirement to show information for 10 years. However, recalculations of prior years are not required, and if prior years are not reported in accordance with the current GASB standards, they should not be reported.

## OPEB Expense

OPEB Expense	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019
Service cost	\$9,458,994	\$9,027,447
Interest on total OPEB liability	5,122,023	5,706,912
Effect of plan changes	0	0
Recognition of Deferred Inflows/Outflows of Resources		
Recognition of economic/demographic gains or losses	0	0
Recognition of assumption changes or inputs	(856,098)	473,366
OPEB Expense	13,724,919	15,207,725

As of June 30, 2019, the deferred inflows and outflows of resources are as follows:

Deferred Inflows / Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences between expected and actual experience	\$0	\$0
Changes of assumptions	(4,965,367)	7,976,783
Total	(4,965,367)	7,976,783

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Year ended June 30:	
2020	\$473,366
2021	473,366
2022	473,366
2023	473,366
2024	473,366
Thereafter*	644,586

\* Note that additional future deferred inflows and outflows of resources may impact these numbers.

**Schedule of Deferred Inflows and Outflows of Resources**

	Original Amount	Date Established	Original Rec. Period*	Amount Recognized in Expense for FYE 06/30/2019	Amount Recognized in Expense through 06/30/2019	Balance of Deferred Inflows 06/30/2019	Balance of Deferred Outflows 06/30/2019
<b>Economic/ demographic (gains)/losses</b>	\$0	6/30/2019	0.0	\$0	\$0	\$0	\$0
	0	6/30/2018	0.0	0	0	0	0
		<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Assumption changes or inputs</b>	9,306,247	6/30/2019	7.0	1,329,464	1,329,464	0	7,976,783
	(6,677,563)	6/30/2018	7.8	(856,098)	(1,712,196)	(4,965,367)	0
		<b>Total</b>		<b>473,366</b>	<b>(382,732)</b>	<b>(4,965,367)</b>	<b>7,976,783</b>
<b>Total deferred (inflows)/outflows</b>						<b>(4,965,367)</b>	<b>7,976,783</b>
<b>Total net deferrals</b>							<b>3,011,416</b>

\* Economic/demographic (gains)/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members.

This work product was prepared solely for the County for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product.

**Milliman Financial Reporting Valuation**

	Total OPEB Liability	Deferred Inflows	Deferred Outflows	Net Deferrals	Total OPEB Liability plus Net Deferrals	Annual Expense
Balances as of June 30, 2018	(\$140,053,492)	(\$5,821,465)	\$0	(\$5,821,465)	(\$145,874,957)	9,027,447
Service cost	(9,027,447)					5,706,912
Interest on total OPEB liability	(5,706,912)					0
Effect of plan changes	0					
Effect of liability gains or losses	0					
Effect of assumption changes or inputs	(9,306,247)	9,306,247	9,306,247	9,306,247	3,261,980	
Benefit payments	3,261,980					
Recognition of liability gains or losses		856,098	(1,329,464)	0		0
Recognition of assumption changes or inputs				(473,366)		473,366
Annual expense						
Balances as of June 30, 2019	(\$160,832,118)	(4,965,367)	7,976,783	3,011,416	(15,207,725)	15,207,725

## Glossary

<b>Deferred Inflows/Outflows of Resources</b>	Portion of changes in net OPEB liability that is not immediately recognized in OPEB Expense. These changes include differences between expected and actual experience, changes in assumptions, and differences between expected and actual earnings on plan investments.
<b>Discount Rate</b>	Single rate of return that, when applied to all projected benefit payments, results in an actuarial present value of projected benefit payments equal to the sum of: <ol style="list-style-type: none"><li>1) The actuarial present value of benefit payments projected to be made in future periods where the plan assets are projected to be sufficient to meet benefit payments, calculated using the Long-Term Expected Rate of Return.</li><li>2) The actuarial present value of projected benefit payments not included in (1), calculated using the Municipal Bond Rate.</li></ol>
<b>Municipal Bond Rate</b>	Yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.
<b>Projected Benefit Payments</b>	All benefits estimated to be payable through the OPEB plan to current active and inactive employees as a result of their past service and expected future service.
<b>Service Cost</b>	The portion of the actuarial present value of projected benefit payments that is attributed to a valuation year.
<b>Total OPEB Liability</b>	The portion of actuarial present value of projected benefit payments that is attributable to past periods of member service using the Entry Age Normal cost method based on the requirements of GASB 74 and 75.

## Benchmark Data from Local Governments

City of Columbia, SC

Greenville County, SC

Lexington County, SC

Horry County, SC

Fairfax County, VA

City of Columbia, SC

## MELANIE COVINGTON

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**From:** Benjamin, Pamela R <Pamela.Benjamin@columbiasc.gov>  
**Sent:** Thursday, September 3, 2020 3:25 PM  
**To:** DWIGHT HANNA  
**Cc:** MELANIE COVINGTON; Trina Walker  
**Subject:** RE: [EXTERNAL] Retiree Health Insurance Policy for City of Columbia  
**Attachments:** 2018 Retiree Insurance Plan mailer.docx

Good Afternoon Mr. Hanna,

Please see the attached information. Prior to going to the State Health Plan, we required employees to have 20 years of continuous service but PEBA guidelines allowed for total service so we had to adjust. Because we can determine our own rates, we allow employees with 20 years of service to pay funded (cheaper) rates. Let me know if you have any questions. Thanks!



**Pamela R. Benjamin, CPM**

Chief of Staff  
City Administration

1737 Main Street, Columbia SC 29201

Phone: 803-545-3095

[prbenjamin@columbiasc.net](mailto:prbenjamin@columbiasc.net)

---

**From:** DWIGHT HANNA [mailto:HANNA.DWIGHT@richlandcountysc.gov]  
**Sent:** Thursday, September 3, 2020 2:54 PM  
**To:** Benjamin, Pamela R <Pamela.Benjamin@columbiasc.gov>  
**Cc:** MELANIE COVINGTON <COVINGTON.MELANIE@richlandcountysc.gov>; Trina Walker <Walker.Trina@richlandcountysc.gov>  
**Subject:** [EXTERNAL] Retiree Health Insurance Policy for City of Columbia

**CAUTION:** This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Good Afternoon Ms. Benjamin,

Will you send me this tomorrow if possible? Specifically, I need to know if y'all require [continuous] years of service with the City or just total years of service.

I am putting together a packet for County County, because they are considering making a change to our current policy.

Thanks,

T. Dwight Hanna, IPMA-SCP, CCP, SHRM-SCP, CBP, ADAC  
Director of Human Resource Services Department





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We Are Columbia

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October 31, 2018

**To: City of Columbia Retiree and covered dependents**

In an effort to offer quality health programs to active employees and retirees while managing rising health care costs, the City has made the decision to join the State Health Plan. Starting January 1, 2019, all active employees and retirees, pre and post -65, will be covered by the State Health Plan. The State Health Plan is a self-funded health insurance plan managed by PEBA (Public Employee Benefit Authority) the same entity that manages your retirement benefits. The State Health Plan covers over 500,000 lives and has 709 entities that include all state agencies, school districts and many local subdivisions such as municipalities, counties, special purpose districts and other organizations.

### **Eligibility**

**The City of Columbia must offer coverage to all current retirees (pre and post 65) and their eligible dependents.** In addition, the City will also be offering coverage to retirees who may not have been eligible for City of Columbia retiree health benefit coverage in the past. A former City of Columbia employee may now be eligible for coverage in retirement if:

- She retires from an employer that participates in the state insurance program;
- She was eligible to retire when she leaves employment; and
- Her last five years of employment were served consecutively in a full-time, permanent position with an employer that participates in the state insurance program.

The City is working with PEBA to determine eligibility of individuals who have retired from the City who currently do not have insurance with the City but will be eligible January 1, 2019. If you do not currently have insurance coverage with the City but you are receiving this letter, you and your covered dependents will be eligible for coverage starting in 2019.

### **Coverages**

In 2019, the City of Columbia will be offering the following to all eligible retirees:

- **Health**
- **Dental**
- **Dental Plus**
- **State Vision Plan**
- **Vision Care Discount Program**

Page 1 Of 2

## Premiums

### Funded

Current retirees and employees that are retiring who were covered under the City's health insurance as of December 31, 2018 will pay the Funded Premiums for health insurance. These rates will be subsidized by the City and will be the same as the premiums for active employees.

### Non-funded

Retirees who have not been covered on the City's health insurance but will now be eligible to participate in the City's insurance plan will not have their premiums subsidized. Those retirees and their eligible dependents will pay the non-funded premium amounts.

\*Please refer to the documents included with this letter for premium charts outlining the monthly costs

### Open Enrollment

Open Enrollment for insurance related benefits will begin in November. All retirees must enroll in their benefits during this open enrollment period. Retiree Open Enrollment sessions will take place on November 5, 2018 and November 20, 2018 at Earlewood Park, 1113 Parkside Drive, Columbia, SC 29203 and on December 6, 2018 at the Busby Community Center, 1735 Busby Street, Columbia SC 29203 as follows:

- 8:00 am - 10:00 am
- 10:00 am - 12:00 pm
- 1:00 pm - 3:00 pm
- 3:00 pm - 5:00 pm

**These enrollment sessions are mandatory and if you do not sign up for your benefits you will not have benefits in 2019. If you are unable to attend one of the sessions, please contact HR at 803-545-3010.**

### Important Information

- ✓ Enrolling in coverage requires your social security number (SSN) and birthdate. The SSC and birthdate of your spouse, if married, and any dependents is also required.
- ✓ You cannot cover your spouse if your spouse is eligible, or becomes eligible, for coverage as an employee of a group participating in PEBA insurance or as a funded retiree of a participating group who has a part of the spouse's premiums paid for the spouse.
- ✓ Supporting documentation is required for any dependent you wish to add to coverage. You must bring photocopies of the supporting documents when you enroll in coverage. See the Enrollment documentation worksheet included in this letter for details.
- ✓ Individuals enrolled in Medicare or with dependents enrolled in Medicare must provide a copy of their Medicare card(s).

If you have any questions regarding open enrollment, please contact Connie Cauthen, Benefits Administrator at 803-545-3007. The Human Resources Department looks forward to working with you to assist you with making the best benefit decisions.

*Pamela R. Benjamin*

Pamela R. Benjamin, Chief of Staff/HR Director

## Greenville County, SC

## MELANIE COVINGTON

---

**From:** Ham, Debra <dham@greenvillecounty.org>  
**Sent:** Thursday, September 3, 2020 4:37 PM  
**To:** MELANIE COVINGTON  
**Subject:** County of Greenville Retiree Insurance

Hi Melanie,

Please see below for the Greenville County's contribution rates...

Employees do not have to have continuous service as an employee to meet the service requirement, but they must have been enrolled in a medical plan at the time of retirement.

***Debra M. Ham, MHRD, SPHR, GPHR, SHRM-SCP***

Director, Human Resources  
County of Greenville  
301 University Ridge – Suite 500  
Greenville, SC 29601  
(864) 467-7225 Office  
(864) 417-3524 Mobile  
(864) 467-7374 Fax  
[dham@greenvillecounty.org](mailto:dham@greenvillecounty.org)



### Retiree Insurance Program

*When a County employee is eligible to retire under State Retirement and has 10 years of service with the County they are eligible to participate in the Retiree Insurance Program. Continuous coverage by the Retiree is required. The County will subsidize the eligible retiree rate (COBRA rate minus 2% administrative fee) by the following amount.*

#### **Retirees with a retirement effective date prior to 2004**

**Note:** Retirees retiring prior to 2004 are eligible to stay in the plan of their choice, based on availability of that plan, unless they move to the Standard Plan. Once they have moved to the Standard Plan transfer to another plan is not allowed.

*With 20 or more years of service medical plan rates are subsidized by the County as follows:*

- Under age 65 - \$213.56 per month.
- Age 65 and older (enrolled in Medicare Part B) - \$288.56 per month.

*With less than 20 years of service medical plan rates are subsidized by the County as follows:*

- Under age 65 - \$138.56 per month.
- Age 65 and older (enrolled in Medicare Part B) - \$213.56 per month.

#### **Retirees with a retirement effective date of 2004 and after**

**Note:** Retirees, under age 65, with a retirement effective date of 2004 and after are eligible to enroll in only the Standard Medical Plan until they reach the age of 65. Retirees, age 65 and older, with a retirement effective date of 2004 and after are eligible to enroll in only the County sponsored Medicare Supplement Plan.

With 20 or more years of service Standard Plan rates are subsidized by the County as follows:

- Under age 65 - \$213.56 per month.

With less than 20 years of service Standard Plan rates are subsidized by the County as follows:

- Under age 65 - \$138.56 per month.

Retiree 65 and over enrolled in Medicare Supplement:

- County pays \$75.00

\* The Dental plan is subsidized by \$ 3.17 per month for all plans.

\* Note: Survivors of Retirees with continuous coverage on the County Plan may continue on the Plan. Survivors are not entitled to the \$75.00 credit for 20 or more years of service.

\* Note: County Council at its discretion may discontinue Retiree Insurance or make changes to above contribution rate.

**Shauna McAdory**

HR Benefits Coordinator

Greenville County

301 University Ridge, Ste. 500

Greenville, SC 29601

[smcadory@greenvillecounty.org](mailto:smcadory@greenvillecounty.org)

864.467.7154 direct

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## RETIREE INSURANCE PROGRAM:

### Eligibility Requirements

- Must be a full-time employee at time of retirement.
- Must be retired under South Carolina State Public Employee Retirement System.
- Must have 10 years of full-time service with the County of Greenville.
- Must have continuous insurance coverage with the County of Greenville Medical plan.
- Under Age 65 at time of retirement.
- The enrolled tier of coverage that current and future retirees have may not change unless dependents are removed. Example: Retiree only coverage cannot change to Retiree + Spouse, or + Child(ren), or + Family

### Life Insurance:

January 2020 the cost for Retiree Life Insurance is \$5.75 per month to continue the Basic Life of \$50,000 (until age 65). Once a retiree turns age 65, s/he will have an option to convert the life insurance policy to continue it directly with the life insurance company beyond the age of 65. The rates for the converted policy are based on age and industry standards and are not set by the County.

### PARTNERSHIP FOR PRESCRIPTION ASSISTANCE

Remember that there is a free nationwide one-stop resource for you and your family members that provides information about obtaining free or reduced priced prescription drugs depending upon various factors such as a person's home of record and income.

This resource is known as the Partnership for Prescription Assistance program. For additional information, and/or to enroll, you can call toll-free, 1-888-4PPA-NOW (1-888-477-2669), or visit their website at: <https://www.pparx.org/about.php>.

**MEDICAL INSURANCE NOTE: All eligible Retirees and Family Members must be enrolled in Medicare Part B upon attaining eligibility if they are on a County Medical Plan. Failure to do so may result in the denial of claims being paid.**

### ATTENTION RETIREES:

IF RETIRED ON JANUARY 1, 2004 OR AFTER AND UNDER AGE 65, RETIREES AND FAMILY MEMBERS, IF APPLICABLE, ARE ELIGIBLE TO **ENROLL ONLY IN THE BASIC PLAN.**

(See Plan Document for more details.)



## RETIREE INSURANCE RATES

Only Retirees with a retirement date prior to January 1, 2019 will have the option to purchase Vision coverage. The rates are listed below.

Listed below are the monthly Retiree Medical and Dental insurance rates for plan year 2020:  
**EFFECTIVE DATE:** January 1, 2020.

NOTE: RATES ON THIS PAGE APPLY ONLY TO RETIREES WITH A RETIREMENT DATE EFFECTIVE PRIOR TO 2004, i.e. the individual retired on or before December 31, 2003.

### Retiree and Survivor Under Age 65

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$669.09	\$636.46	\$533.46	\$23.78	\$5.47
Member + Spouse	\$924.86	\$774.48	\$679.72	\$38.78	\$10.39
Member + Child	\$820.62	\$725.45	\$641.64	\$34.78	\$10.94
Member + Family	\$1131.06	\$884.07	\$770.36	\$48.78	\$16.08

### Retiree and Survivor Rates enrolled in Medicare Age 65 and Older

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$635.43	\$559.21	\$456.21	\$23.78	\$5.47
Member + Spouse	\$847.61	\$697.23	\$602.47	\$38.78	\$10.39
Member + Child	\$743.58	\$647.79	\$564.36	\$34.78	\$10.94
Member + Family	\$1053.61	\$806.41	\$693.11	\$48.78	\$16.08

### Retiree with 20 or More Years of County Service Under Age 65

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$635.43	\$559.21	\$456.21	\$23.78	\$5.47
Member + Spouse	\$847.61	\$697.23	\$602.47	\$38.78	\$10.39
Member + Child	\$743.58	\$647.79	\$564.36	\$34.78	\$10.94
Member + Family	\$1053.61	\$806.41	\$693.11	\$48.78	\$16.08

### Retiree with 20 or More Years of County Service Age 65 and Older Medicare Enrolled

	PPO 500	PPO 1000	Basic	Dental	Vision
Member	\$558.18	\$481.96	\$378.96	\$23.78	\$5.47
Member + Spouse	\$770.36	\$619.98	\$525.22	\$38.78	\$10.39
Member + Child	\$666.33	\$570.54	\$487.11	\$34.78	\$10.94
Member + Family	\$976.36	\$729.16	\$615.86	\$48.78	\$16.08



**NOTE: RATES ON THIS PAGE APPLY ONLY TO RETIREES WITH A RETIREMENT DATE EFFECTIVE 2004 OR AFTER, i.e. the individual retired on or after January 1, 2004.**

**Retiree and Survivor (effective date 2004 and after) Under Age 65**

	Basic	Dental	Vision
Member	\$533.46	\$23.78	\$5.47
Member + Spouse	\$679.72	\$38.78	\$10.39
Member + Child	\$641.64	\$34.78	\$10.94
Member + Family	\$770.36	\$48.78	\$16.08

**Retiree and Survivor (effective date 2004 and after) Age 65 and Over**

		Dental	Vision
Member	*	\$23.78	\$5.47
Member + Spouse	*	\$38.78	\$10.39
Member + Child	*	\$34.78	\$10.94
Member + Family	*	\$48.78	\$16.08

**Retiree and Survivor (effective date 2004 and after) Under Age 65 with 20 or More Years of County Service**

	Basic	Dental	Vision
Member	\$456.21	\$23.78	\$5.47
Member + Spouse	\$602.47	\$38.78	\$10.39
Member + Child	\$564.36	\$34.78	\$10.94
Member + Family	\$693.11	\$48.78	\$16.08

**Retiree and Survivor (effective date 2004 and after) Age 65 and Over with 20 or More Years of County Service**

		Dental	Vision
Member	*	\$23.78	\$5.47
Member + Spouse	*	\$38.78	\$10.39
Member + Child	*	\$34.78	\$10.94
Member + Family	*	\$48.78	\$16.08

<b>Retirees Under Age 65 – Retired on or After 01-01-2004</b>	<b>Retirees Age 65 or Older – Retired on or After 01-01-2004</b>
Medical Plan Option <ul style="list-style-type: none"> <li>Basic Plan</li> </ul>	Medical Plan Option <ul style="list-style-type: none"> <li>Not Applicable</li> <li>Eligible to participate in the County Sponsored Medical Supplement Plan with 20+ years of full-time service to the County</li> </ul>

**Additional Retiree Specific Information**

Anyone interested in discussing Medicare supplements and/or Medicare Part D prescription coverage please call Joan Hendrix at 306-3131 or 800-321-1738.





## Lexington County, SC

## DWIGHT HANNA

---

**From:** Wilkerson, Dana <DWilkerson@lex-co.com>  
**Sent:** Tuesday, September 8, 2020 12:49 PM  
**To:** MELANIE COVINGTON; DWIGHT HANNA  
**Subject:** RE: [External] Retiree Health Insurance Information  
**Attachments:** Post-Employment Eligibility FINAL.pdf

Good Afternoon Dwight and Melanie,

- A. Do you offer retiree health insurance or a health insurance benefit? *Yes*
- i. Medicare (65 or older) retirees *No, we do not offer retiree insurance for anyone over age 65.*
  - ii. Early (64 or younger) retirees *We offer retiree health insurance for those age 55 or older who meet ALL eligibility requirements.*
- If they qualify for retiree medical they are covered until they reach age 65.*
- B. What is the years of service criteria? *25 Years of service AND 55 years old.*
- C. Does the service have to be with your City or County? *Yes*
- D. Does the service have to be continuous years of service? *The service does not have to be continuous, however, the last 5 years must be consecutive.*
- E. What is the cost of your retiree health insurance for;
- i. Retiree *Rate for Single Retiree coverage is \$1054.83 per month, subject to change.*

Please let me know if you have any other questions.

Thanks,

Dana

***Dana J. Wilkerson***

Deputy Director of Human Resources  
County of Lexington  
212 South Lake Drive, Suite 604  
Lexington, SC 29072  
Office (803) 785-8156  
Cell (803) 223-5599  
Fax (803) 785-8379  
[dwilkerson@lex-co.com](mailto:dwilkerson@lex-co.com)

---

**From:** MELANIE COVINGTON <COVINGTON.MELANIE@richlandcountysc.gov>  
**Sent:** Friday, August 28, 2020 11:02 AM  
**To:** Wilkerson, Dana <DWilkerson@lex-co.com>  
**Subject:** [External] Retiree Health Insurance Information

Good Morning,

I have a few questions regarding your retiree benefits and I was wondering if you could help me out. Below are the questions.

- A. Do you offer retiree health insurance or a health insurance benefit?
  - i. Medicare (65 or older) retirees
  - ii. Early (64 or younger) retirees
- B. What is the years of service criteria?
- C. Does the service have to be with your City or County?
- D. Does the service have to be continuous years of service?
- E. What is the cost of your retiree health insurance for;
  - i. Retiree
  - ii. County/City

Thank you in advance!! 😊

**Reminder: Annual (Virtual) Open Enrollment will be August 3 – 28, 2020. Complete your enrollment by going to Benefit Express ([www.MyRCGBenefits.com](http://www.MyRCGBenefits.com)). Enrollment is required.**

**Melanie Covington**

HR Coordinator II  
Richland County Government  
Human Resource Services Department  
[covington.melanie@richlandcountysc.gov](mailto:covington.melanie@richlandcountysc.gov)

P 803-576-2042 F 803-576-2119  
2020 Hampton Street  
Suite 3058  
Columbia, SC 29204  
[www.richlandcountysc.gov](http://www.richlandcountysc.gov)

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## **County of Lexington Retiree Group Medical and Dental Plans: Guide to Eligibility Determination**

This document outlines the most basic factors considered in determining eligibility for coverage under the County of Lexington's Retiree Group Medical and Dental Plans. It is important to understand that eligibility for coverage under the County's Retiree Group Medical and Dental Plans is not the same as eligibility for retirement with PEBA. Because confirmation of your retiree insurance eligibility is an important and complex determination that you cannot make alone, please contact Human Resources before making final arrangements for retirement.

### **Retiree Medical and Dental Plan (2009 Plan) Eligibility Criteria**

**At the time you terminate from the County of Lexington, you must be:**

Retiring with full (unreduced) benefits from the SCRS or PORS

AND

be at least 55 years old (but under age 65)

AND

have at least twenty-five (25) years of service as an employee of the County of Lexington, with the last five (5) being consecutive,

AND

you must have been covered under the group medical plan sponsored by the County for no less than twenty-five (25) years in order to be eligible for coverage.

### **Additional Consideration**

#### **2009 Plan Eligibility Criteria using the "grandfather clause" for employees who had 10 years of service with the County as of October 1, 2008**

**On October 1, 2008, did you have 10 years of service with the County?**

If YES, then:

Are you now retiring from SCRS or PORS with a total of **at least 15 years** of service with the County, with the last five (5) being consecutive,

AND

are you at least 55 years old (but under 65)?

If YES, then:

Eligible for 2009 Plan coverage at the time of retirement.

# Horry County, SC

COUNTY OF HORRY )  
 )  
STATE OF SOUTH CAROLINA )

**RESOLUTION 89-12**

**A RESOLUTION TO CONSOLIDATE AND ADOPT RETIREE HEALTH INSURANCE GUIDELINES.**

**WHEREAS**, Horry County Council resolved to contribute to retiree health insurance since 1990; and

**WHEREAS**, Horry County Council has resolved to amend the guidelines for administering retiree health contributions five times since its inception; and

**WHEREAS**, Horry County Council desires to have consolidated guidelines to capture all the necessary procedures for administering retiree health insurance contributions; and

**NOW THEREFORE BE IT RESOLVED THAT** the Horry County Council resolves to adopt retiree health insurance guidelines as set forth below.

**AND IT IS SO RESOLVED**

**Dated this 18<sup>th</sup> day of December, 2012**

**HORRY COUNTY COUNCIL**



H. Tom Rice, Chairman

\_\_\_\_\_  
Harold G. Worley, District 1

\_\_\_\_\_  
Brent J. Schulz, District 2

\_\_\_\_\_  
Marion D. Foxworth, III, District 3

\_\_\_\_\_  
Gary Loftus, District 4

\_\_\_\_\_  
Paul D. Price, Jr., District 5

\_\_\_\_\_  
Robert P. Grabowski, District 6

\_\_\_\_\_  
James R. Frazier, District 7


\_\_\_\_\_  
Carl H. Schwartzkopf, District 8

\_\_\_\_\_  
W. Paul Prince, District 9

\_\_\_\_\_  
Jody Prince, District 10

\_\_\_\_\_  
Al Allen, District 11

**ATTEST:**

  
Patricia S. Hartley, Clerk to Council



## County Council Decision Memorandum Horry County, South Carolina

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Date: December 10, 2012  
From: Anne Wright, Assistant County Administrator  
Cleared By: Chris Eldridge, County Administrator  
Patrick Owens, Human Resources Director  
Re: Retiree Health Insurance Plan

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### **ISSUE:**

Retiree Health Insurance Plan updated for recent modifications.

### **BACKGROUND:**

The Retiree Health Insurance Plan has been modified numerous times since its inception. The initial Retiree Health Insurance Benefit Plan was approved by County Council as documented in Council meeting minutes on May 24, 1994, and amended by Resolution R-107-00 dated September 5, 2000, Resolution R-29-02 dated March 12, 2002, Resolution R-121-10 dated December 14, 2010, Resolution R-49-12 dated June 19, 2012, and by a motion approved by County Council on November 16, 2012. Attached is a draft document that states the **current** benefits, as modified by County Council, being offered under this plan. The attached Resolution and document reflects the changes previously approved by County Council, and is intended to provide clarification of the current plan.

The attached document also includes the following excerpt to provide further clarification that it is possible that there may need to be further changes in the future regarding this benefit.

"Horry County offers retiree health insurance as a benefit to employees who were hired prior to July 1, 2011 and have been employed with the County for fifteen years or longer. However rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the plan for employees hired subsequent to June 30, 2011, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change and the County's ability to fund this benefit can be impacted by budget challenges. Due to the risk of unknown circumstances, this plan as described herein may be deemed non-sustainable at some future time. The Retiree Health Insurance Guidelines do not create any express or implied contract of this benefit being provided in the future. No past practices or procedures, promises or assurances, whether written or oral, form any express or implied agreement to continue such practices or procedures."

### **RECOMMENDATION:**

The Administration Committee reviewed the attached guidelines and recommends them Council's approval.

## **Horry County Government Retiree Health Insurance Guidelines**

Horry County offers certain retiree health insurance benefits to those retirees with a hire date prior to July 1, 2011, and who meet the criteria specified below. This plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. Due to the risk of unknown circumstances, this plan as described herein may be deemed non-sustainable at some future time. The Retiree Health Insurance Guidelines do not create any express or implied contract of this benefit being provided in the future. No past practices or procedures, promises or assurances, whether written or oral, form any express or implied agreement to continue such practices or procedures.

Employees hired after June 30, 2011 will be eligible to participate in the retiree health insurance plan upon their retirement; however, the County will **not** pay any portion of their retiree health insurance premiums and they will **not** be eligible to receive any County subsidy for the purposes of retiree health insurance.

As a result of changes that have been approved throughout the years, several eligibility criteria are applicable as specified below in the various groups of covered individuals. Those employees who separate from County employment for any reason other than retirement and are then rehired after June 30, 2011 will be eligible to participate in the retiree health insurance plan upon their retirement; however, the County will **not** pay any portion of their retiree health insurance premiums and they will **not** be eligible to receive any County subsidy for the purposes of retiree health insurance.

Horry County Government began contributing to retiree insurance on the behalf of employees on June 30, 1990. Several amendments to the County's guidelines have occurred since that time; however nothing in these prior amendments permits or affords grandfathering for any individual other than those outlined explicitly in these current guidelines. **For all groups identified in these guidelines only actual Horry County service is considered for the purposes of determining contribution percentages by Horry County.** No purchased service time of any kind will be considered for any group.

### **Summary Benefit Plan Description**

County paid health insurance coverage is provided under the County's health insurance plan to qualifying retirees as stated below under Section I up to the point in time when the retiree becomes Medicare eligible, at which time the County will begin to contribute a maximum of \$150 (2013 amount) each month into a Retiree Health Reimbursement Arrangement (RHRA) account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly contribution is pro-rated according to the retiree's years of service with the County as explained below and will increase annually by the lower of CPI-U (the Consumer Price Index All Urban Consumers on a September over September basis) of 3% per year. A transition provision relating to the RHRA account impacts a limited number of retirees as defined in the Group C description.

Due to changes in this benefit during past years, as well as grandfathering provisions as changes were approved, the criteria defining covered individuals relating to this benefit is presented by groups.

### **Section I: Covered Individuals – Health Insurance Premium Amounts Coverage Until Retiree is Medicare Eligible**

**Group A-1 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group. In addition, this group includes five (5) retirees who received either a 50% or 100% County contribution prior to May 24, 1994.**



This group includes individuals who retired or left employment with Horry County Government when they were retiree eligible, after May 23, 1994 and before September 5, 2000. At that time, an employee in the Regular retirement system could retire after 30 years of service and the County's plan offered the 50% tier and the 100% tier. The County will pay for the cost of County health insurance coverage for the retiree based on the charts shown below. Retirees can opt out of this coverage, and then opt back in at a later date.

**Group A-1 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group (continued)**

**Premium Amounts Covered Until Medicare Eligible:**

Regular Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -29	50%
30 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -24	50%
25 or greater	100%

**Group A-2 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group**

This group includes individuals who retired or left employment with Horry County Government when they were retiree eligible, during the period of September 6, 2000 to March 11, 2002. During this time period, an employee in the Regular retirement system could retire after 28 years of service, and the County's plan offered the 50% tier and the 100% tier. The County will pay for the cost of County health insurance coverage for the retiree based on the charts shown below. Retirees can opt out of this coverage, and then opt back in at a later date.

**Premium Amounts Covered Until Medicare Eligible:**

Regular Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -27	50%
28 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -24	50%
25 or greater	100%

**Group A-3 Covered Individuals – see Group C for a transition provision relating to becoming Medicare eligible that may apply to retirees that fall into this group**

This group includes individuals who retired after March 11, 2002 and before December 31, 2012, or as of December 31, 2012 were retiree eligible employees, or as of December 31, 2012 were retiree eligible

past employees, or active employees who are either 62 years of age or have 23 years of Horry County service as of December 31, 2012. During this time period, an employee in the Regular retirement system could retire after 28 years of service, and the County's plan offered the 50% tier, the 75% tier and the 100% tier.

The County will pay for the cost of County health insurance coverage for the retiree based on the charts shown below. Retirees can opt out of this coverage, and then opt back in at a later date.

**Premium Amounts Covered Until Medicare Eligible:**

Regular Retirees – Years of Horry County Service	Percentage of Premiums Covered
15 -22	50%
23 – 27	75%
28 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered
15-20	50%
21-24	75%
25 or greater	100%

**Group B Covered Individuals**

For individuals not covered in Group A-1,A-2,and A-3 and who have a hire date prior to July 1, 2011, the County benefit is as follows:

- a. The County subsidy of the cost of retiree health insurance will begin at **age 62**. (Employees can still retire before that age if they are eligible, but the County will not pay the health insurance premiums until age 62.) The retiree can stay on the County plan and pay the total premiums personally, or opt-out of the plan and obtain coverage elsewhere, then opt-back in to the plan at age 62 to receive the County funded benefit.
- b. The 75% tier is eliminated. Employees are eligible for the County payment of 50% of the premiums, at 15 years of County service, and 100% coverage at 28 or 25 years of service, as amended by the next modification.
- c. The amount of the County subsidy will not increase by more than 3% over the amount paid by the County in the prior calendar year. Any increase in cost above 3% will be absorbed by the retiree.

**Premium Amounts Covered - Beginning at Age 62 and Ending at Medicare Eligibility (Age 65):**

Regular Retirees – Years of Horry County Service	Percentage of Premiums covered, capped at a maximum annual increase of 3%
15-29	50%
30 or greater	100%

Police Retirees – Years of Horry County Service	Percentage of Premiums Covered, capped at a maximum annual increase of 3%
15 -24	50%
25 or greater	100%

**Section II: Monthly Contribution to a Retiree Health Reimbursement Arrangement Account once Retiree becomes Medicare Eligible (generally at age 65)**

When the retiree becomes Medicare eligible, at which time Medicare is the retiree's primary insurance coverage, the County will cease payment of the County health insurance premium and will begin to contribute up to a maximum of \$150 (2013 amount) on the first banking day of each month in to a Retiree Health Reimbursement Arrangement (RHRA) account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses.

**Monthly Contribution to RHRA Applicable to Retirees in Group A-1:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -29	50%	\$75
30 or greater	100%	\$150

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -24	50%	\$75
25 or greater	100%	\$150

**Monthly Contribution to RHRA Applicable to Retirees in Group A-2:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -27	50%	\$75
28 or greater	100%	\$150

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -24	50%	\$75
25 or greater	100%	\$150

**Monthly Contribution to RHRA Applicable to Retirees in Group A-3:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15-22	50%	\$75
23-27	75%	\$112.50
28 or greater	100%	\$150

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15-20	50%	\$75
21 – 24	75%	\$112.50
25 or greater	100%	\$150

**Monthly Contribution to RHRA Applicable to Retirees in Group B:**

Regular Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -27	50%	\$75
28 or greater	100%	\$150

*\*The amount of \$150 is for calendar year 2013 and will increase by the lower of the CPI-U (Consumer Price Index for All Urban Consumers on a September-to-September basis) or 3% per year.*

**Monthly Contribution to RHRA Applicable to Retirees in Group B (continued):**

Police Retirees – Years of Horry County Service	Percentage of Subsidy Provided by the County	Monthly Amount Provided by the County for 2013*
15 -24	50%	\$75
25 or greater	100%	\$150

*\*The amount of \$150 is for calendar year 2013 and will increase by the lower of the CPI-U (Consumer Price Index for All Urban Consumers on a September-to-September basis) or 3% per year.*

**Group C Covered Individuals - Special transition provision applicable only to certain retirees as of November 16, 2012 in Group A-1, A-2, and A-3.**

Individuals from Group A-1, A-2 and A-3 who are retired and no longer working at Horry County as of November 16, 2012, and who will be 65 years of age or older at or before December 31, 2013, and who have 30 or more years of Regular service with the County for Group A-1, or 28 or more years of Regular service with the County for Group A-2 and A-3, or 25 or more years of Police service with the County, are eligible to receive the following monthly contribution to a Retiree Health Reimbursement Arrangement (RHRA) account based on the coverage election that they select as shown below.

**Monthly Subsidy options for Group C at age 65 or older**

Coverage Election	Total Amount of Monthly Subsidy Provided by the County*
Medicare Supplement	100% of the premium amount of the Medicare supplement Plan F, applicable Part D prescription plan, State of SC Basic Dental plan and administrative fee.
State Health Plan	\$150 (2013 amount)

*\*The amount of \$150 will increase by the lower of the CPI-U (Consumer Price Index for All Urban Consumers on a September-to-September basis) or 3% per year.*

**Section III – Plan Sustainability**

Horry County offers retiree health insurance as a benefit to employees who were hired prior to July 1, 2011 and have been employed with the County for fifteen years or longer. However rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the plan for employees hired subsequent to June 30, 2011, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change and the County's ability to fund this

benefit can be impacted by budget challenges. Due to the risk of unknown circumstances, this plan as described herein may be deemed non-sustainable at some future time. The Retiree Health Insurance Guidelines do not create any express or implied contract of this benefit being provided in the future. No past practices or procedures, promises or assurances, whether written or oral, form any express or implied agreement to continue such practices or procedures.

***Guidelines based on Council Action as follows: Retiree Health Insurance Benefit Plan as approved by County Council May 24, 1994, and amended by: Resolution R-107-00 dated September 5, 2000, Resolution R-29-02 dated March 12, 2002, Resolution R-121-10 dated December 14, 2010, Resolution R-49-12 dated June 19, 2012, and by motion approved by County Council on November 16, 2012.***

# Fairfax County, VA

# Fairfax County Government Retiree Benefits Guide Plan Year 2020



# Additional Coverage Information

## Continuous Coverage Requirement

The County requires retirees to maintain continuous coverage in Fairfax County Government (FCG) Life, Health and/or Dental plans. After retirement, if you lose coverage, for any reason, there is no opportunity to re-elect coverage at a later date. Also note that any break in medical coverage with FCG will mean loss of your Retiree Subsidy.

The County allows coverage to be transferred from the active County Government employee group to the retiree group and vice versa. However, transfers to and from the Fairfax County Public Schools (FCPS) are not allowed for purposes of retaining continuous coverage, as FCPS is a separate employer.

## Changing Coverage

If you experience a qualified change in family status during the plan year, you have the opportunity to change your benefit elections. Change forms must be received by DHR Benefits within 30 calendar days of the event. For a list of qualifying events, see the Benefits page on FairfaxNet. You can drop dependents or cancel coverage at any time.

## Coverage for Surviving Spouses

Surviving spouses of deceased retirees may continue health and/or dental insurance coverage until they remarry. If a retiree or dependent with coverage dies or remarries, please contact the Benefits Division as soon as possible so that premiums can be adjusted.

## Adult Dependents, Children over 18

Children can stay on your health plans through the end of the month they turn 26, even if they marry, move out of your home, go to school or get a job. When your dependent turns 26 and is no longer eligible, they will receive a COBRA Notice allowing them the

option to continue coverage. This process requires no notification from you; however, dependents will not be automatically removed from Dependent Life Insurance. Also, note that our plans do not cover spouses or dependents of adult children.

Dependents over the age of 18 who are removed from a benefit plan cannot be re-enrolled mid-year as a result of their own qualifying event, i.e. losing coverage through their employer. Qualifying events are special circumstances in employment, benefit eligibility or status for employees and their spouses only. Children over the age of 18 can be added during Open Enrollment providing they meet all other eligibility criteria.

## Health Insurance Orders

The County is required to enroll any qualified dependent(s) listed on a valid health insurance order into the named employee or retiree's county-sponsored health plan.

## Address Changes

When moving, remember to update your address with the Benefits Division. The address maintained by us is reported to all benefit vendors.

## Paying Your Premium

The retiree portion of the benefit premiums is paid in one of two ways: 1. The premium, less the subsidy, will be deducted from the monthly annuity in the month prior to the month of coverage; 2. If the individual does not receive an annuity, or if the retiree's check does not cover the full cost of the monthly premium, the retiree must pay the amount by automatic deduction, ACH, from your personal checking account. The Benefits Division takes this deduction on the 10th of the month to cover next month's coverage. Personal checks and lump sum payments will not be accepted.

## Retiree Subsidies

Retirees pay the full cost of health and/or dental insurance. Retirees age 55 or older, or those retired on a service-connected disability, receive a monthly subsidy from the County toward the cost of a county health plan. Surviving spouses are entitled to a subsidy only if they receive a Joint and Last Survivor Benefit.

Monthly Subsidy for Retirees Ages 55+	
Years of Service at Retirement	Subsidy Amount
5 - 9	\$40
10 - 14	\$75
15 - 19	\$165
20 - 24	\$200
25 or more*	\$230
*Also includes retirees of any age who are approved for a service-connected disability retirement and covered under a county health plan and police officers who retired	



# 2020 Health and Dental Premiums

Open Enrollment: October 15 - November 22, 2019

Benefit Plan	Total Monthly Premium (without Subsidy)
<b>Cigna OAP Co-Pay Plan (Plan Closed to New Entrants)</b>	
Individual	\$873.68
Individual with Medicare	\$603.34
2 Individuals	\$1,703.53
2 Individuals - 1 with Medicare, 1 without	\$1,468.98
2 Individuals with Medicare	\$1,192.68
Family	\$2,542.38
Family - 1 with Medicare	\$2,395.33
Family - 2 with Medicare	\$2,232.97
Family - 3 with Medicare	\$2,070.62
<b>Cigna OAP 90% Co-Insurance Plan</b>	
Individual	\$746.08
Individual with Medicare	\$522.09
2 Individuals	\$1,466.13
2 Individuals - 1 with Medicare, 1 without	\$1,268.77
2 Individuals with Medicare	\$1,043.95
Family	\$2,156.60
Family - 1 with Medicare	\$2,012.90
Family - 2 with Medicare	\$1,867.03
Family - 3 with Medicare	\$1,721.16
<b>Cigna OAP 80% Co-Insurance Plan</b>	
Individual	\$532.32
Individual with Medicare	\$369.05
2 Individuals	\$1,037.93
2 Individuals - 1 with Medicare, 1 without	\$898.12
2 Individuals with Medicare	\$729.85
Family	\$1,549.27
Family - 1 with Medicare	\$1,448.93
Family - 2 with Medicare	\$1,334.67
Family - 3 with Medicare	\$1,220.41
<b>Cigna MyChoice Plan - Non-Medicare Participants Only</b>	
Individual	\$475.09
2 Individuals	\$926.23
Family	\$1,382.65
<b>Kaiser Permanente HMO</b>	
Individual	\$668.41
Individual with Medicare	\$317.41
2 Individuals	\$1,302.76
2 Individuals - 1 with Medicare, 1 without	\$951.66
2 Individuals with Medicare	\$633.64
Family	\$1,938.43
Family - 1 with Medicare	\$1,587.33
Family - 2 with Medicare	\$1,269.31
Family - 3 with Medicare	\$951.29
<b>Delta Dental PPO</b>	
Individual	\$43.53
2 Individuals	\$82.24
Family	\$135.53



To request this information in an alternate format or for reasonable ADA accommodations, please call HR Central at 703-324-3311 (TTY 711)

A Fairfax County, Va. Publication  
September 2019

# Aon 2019 Retiree Health Care Survey

## Type of Coverage Provided to Eligible Populations



# About the Survey

In the spring of 2019, Aon conducted a survey to understand plan sponsors' current thinking and future expectations with respect to U.S. retiree health care strategies. The survey focused specifically on plan sponsors that offer health care benefits to retirees and their families and on the sponsors' final 2019 and expected ongoing retiree health care design and strategy outlook.

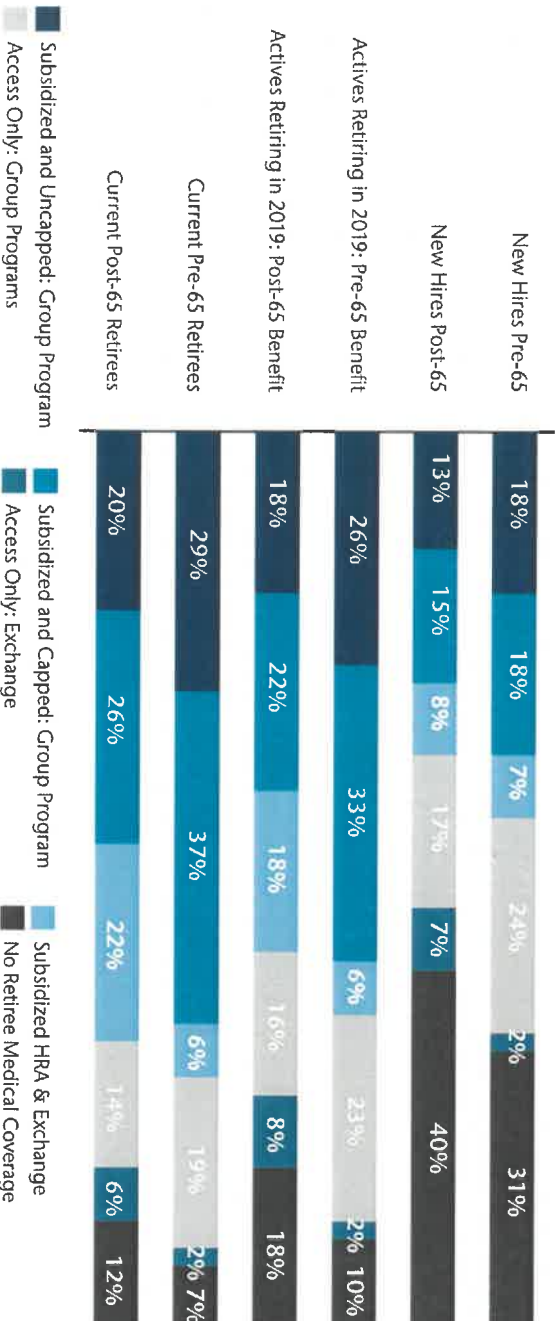
The survey collected responses from 345 private and public plan sponsors representing approximately 3.3 million retirees. About 81% of the respondents were private entities and 19% were public entities. For a complete summary of survey respondents, see the "Participant Profile" section at the end of this report.

Exhibit 1 shows the basic types of retiree health care benefits offered to the various current and future retiree populations for the plan sponsors participating in the survey. As expected, the data shows the continued trend toward reducing or eliminating retiree health care coverage, which generally began with the introduction of retiree welfare accounting standards in the early 1990s for private employers.

## Exhibit 1: Type of Coverage Provided to Eligible Populations

*What Type of Retiree Medical Coverage Does Your Firm Currently Provide?*

(n=345)



**RICHLAND COUNTY  
HUMAN RESOURCE SERVICES**

2020 Hampton Street, Suite 3058  
Columbia, SC 29204



Retiree Health Insurance Policy Change  
Annual Financial Liability  
[Estimate] Worksheet  
October 28, 2020  
By Human Resource Services Department

Staff [estimates] the annual financial liability for 10 retirees will be approximately \$1,000,000 (see below).

Records for the past 10 years show we have had 347 employees to retirees or approximately 35 per year. However, all retirees don't elect retiree health insurance.

1	\$30,432	Health Premiums
2	\$56,691	GASB 75
3	\$10,000	Health Claims
	\$97,123	Total annual estimate per retiree
	\$971,230	X 10 retirees

1	<p><b>\$30,432 – Health Premiums</b></p> <p>Based on (current) County premiums obligations for retiree Buy Up Health Plan for employee and family with 25 years of service. Health insurance costs normally escalate annual.</p>
2	<p><b>\$56,691 – GASB 75</b></p> <p>This is an (estimate) using the County current GASB 75 liability (\$169,832,118) and dividing by the number of participants (2837) to reach average of \$56,691. Please note the actual calculation to get the exact GASB 75 liability must be done an actuary.</p>
3	<p><b>\$10,000 – Health Claims</b></p> <p>It is not possible to predict future claim with pinpoint accuracy. HRSD used a conservative number based on claim reports from Cigna.</p>



## GASB Statements 74/75: What City Leaders Need to Know

After the Great Recession, the Governmental Accounting Standards Board (GASB) established new accounting and financing reporting requirements for governments whose retired employees are provided with other post-employment benefits (OPEB), such as healthcare benefits, life insurance, disability, legal and other services. These rules are enforced as a means of equipping policymakers with meaningful information in assessing the health of their retirement systems. Below is a list of FAQs on the new GASB rules and what they mean for city leaders.

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### **What are the new rules?**

Statements 74 and 75 were approved in 2015, with 74 effective for fiscal years beginning after June 2016 and 75 effective for fiscal years beginning after June 2017. While both statements relate to post-employment benefits other than pensions (OPEB), Statement 74 specifically focuses on OPEB plans themselves and Statement 75 focuses on the employers that sponsor those plans. These rules replace statements 43 and 45.

### **Why do we need these new rules?**

These new rules are intended to provide more transparency in public sector post-retirement benefit plan accounting and improve the usefulness of that information.

### **What's the biggest change?**

Most significantly, the new statements will require OPEB obligations to clearly appear on the employer's balance sheet in the form of a total OPEB liability (TOL). Previously, OPEB liabilities were only reported in the notes for the plan. The new rules change that.

### **Who will these new rules impact?**

The rules will impact OPEB plan administrators and the employers who sponsor those plans. While local governments often participate in state-sponsored pension plans, OPEB is often provided by local governments. Most cities will be impacted by these new rules.

### **Why should city leaders care?**

Well, since the new rules require a new methodology for calculating OPEB liabilities, some communities may be surprised by exactly how high that figure is, especially if they previously thought they were well-defined and manageable.<sup>1</sup> Basically, OPEB liabilities not only must be reported in the financial statements of cities but also, and more importantly, must be reflected in the bottom line net fiscal position of cities. And this could have implications for their bond ratings, among other things.<sup>2</sup>

### **Didn't we hear about something similar a couple years ago?**

You might be thinking of Statements 67 and 68. Those rules went into effect in 2013, and while they are very similar to these new rules, they refer exclusively to pensions. What eventually came of those rules is a new "line item" on comprehensive annual financial reports (CAFRs) showing the net pension liability (NPL). Essentially, Statements 74 and 75 make OPEB liability reporting consistent with pension liability reporting.

## Richland County Council Request for Action

**Subject:**

FY20-21 Public Service Projects

**Notes:**

October 27, 2020 – The A&F Committee forwarded this item to Council without a recommendation.



**Agenda Briefing**

**Prepared by:** Clayton Voignier, Director  
**Department:** Community Planning and Development  
**Date Prepared:** September 8, 2020 **Meeting Date:** October 27, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Updated Budget Review</b>	James Hayes via email	<b>Date:</b>	October 22, 2020
<b>Updated Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 22, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	FY20-21 Public Service Projects		

**Recommended Action:**

Staff recommends approval to award contracts to United Way of the Midlands for \$50,000; Central South Carolina Habitat for Humanity for \$30,000; Epworths Children’s Home for \$39,275; Girl Scouts of South Carolina – Mountains to Midlands, Inc. for \$30,000; Clean of Heart (Catholic Charities) for \$35,000; The Cooperative Ministry for \$30,000; and the North Columbia Youth Empowerment Initiative for \$30,000 through the Community Development Block Grant (CDBG) funding for Public Service Projects for Fiscal Year 2020-2021.

**Motion Requested:**

Move to approve staff’s recommendation to award contracts to United Way of the Midlands for \$50,000; Central South Carolina Habitat for Humanity for \$30,000; Epworths Children’s Home for \$39,275; Girl Scouts of South Carolina – Mountains to Midlands, Inc. for \$30,000; Clean of Heart (Catholic Charities) for \$35,000; The Cooperative Ministry for \$30,000; and the North Columbia Youth Empowerment Initiative for \$30,000 through the Community Development Block Grant (CDBG) funding for Public Service Projects for Fiscal Year 2020-2021.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

A total sum of \$244,275 will be budgeted in Lump Sum Appropriations (5276) for CDBG FY 2020-2021 when the grant agreement is received and approved by HUD.

**Motion of Origin:**

There is no motion of origin associated with this item.

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

### Discussion:

The Community Development Division awards Public Service Projects annually to organizations which aid the County by providing special services such as healthcare, youth services, affordable housing, financial empowerment, family counseling and housing, transportation, and shelter to assist low-to-moderate income residents. The goals addressed in the FY2020-2021 Annual Plan include provision of service to homeless and continuum of care, improve existing housing stock and provide assistance to special needs population. On July 21, 2020, the Council approved the CDBG Budget for FY2020-2021, which included funding for the Public Service projects in the amount of \$244,275. Recipients of the public service project awards are chosen through a competitive process using Zoom Grants, a web-based, software application to assist the division in managing the application process for public service projects.

The solicitation for applications opened July 7, 2020 and closed August 7, 2020. A press release was issued through the Public Information Office on July 7, 2020, and information on the solicitation was shared with community partners and agencies through the Government and Community Services Department. A panel of three (3) County employees was appointed to read and score the applications using the following general criteria: project or service must benefit LMI residents or LMI neighborhoods in unincorporated Richland County; the funded service must meet the goals addressed in the FY2020-2021 Annual Plan and the 5-Year Consolidated Plan and be sustainable at the time of completion; the CDBG funds are leveraged by other funds; the proposed application budget and narrative were aligned; and the applicant had the capacity to deliver the proposed services within the grant period. Nineteen (19) applications were received through Zoom Grants, up from nine (9) last fiscal year. Of these, seven (7) applications were recommended for funding by the panel, up from four (4) last fiscal year. The recommended applicants include four (4) new agencies. Projects which receive contracts will operate within the federal fiscal year October 1, 2020 through September 30, 2021 grant period.

### Attachments:

1. Summary of FY2020-2021 Public Service Grant Awards
2. Zoom Grants Scoring Sheet
3. Minutes from July 21, 2020



## Summary of FY'20-21

## Public Service Projects

**United Way of the Midlands****Well Partners Adult Dental and Eye****CDBG Funds Recommended: \$50,000**

The United Way of Midlands with Well Partners will provide comprehensive dental and optical care to uninsured and underinsured low-to-moderate income individuals.

Anticipated Number of Impacted Residents: 1,760

**Central South Carolina Habitat for Humanity****Dentsville Neighborhood Revitalization****CDBG Funds Recommended: \$30,000**

Central South Carolina Habitat for Humanity will revitalize the Dentsville Neighborhood by rehabilitating and building new construction homes for purchase in the neighborhood beginning on Judy and Clinton Streets. Habitat is prepared to provide 12-18 Habitat homes for families currently participating in the program; and will also work with senior owners which have deferred maintenance to make necessary repairs.

Anticipated Number of Impacted Residents: 40

**Epworth Children's Home****Epworth Children's Home Center for Independent Living****CDBG Funds Recommended: \$39,275**

Epworth Children's Home Family Care Center is in need of rehabilitation and repairs due to water and flood damage. A new ceiling, sprinkler system and fire alarm system must be relocated. The Family Care Center provides counseling and residency for families of homes where there is physical and mental abuse as well as possible substance abuse in the home. The facility provides a safe space for the children and the parents receiving counseling and treatment.

Anticipated Number of Impacted Residents: 100

**Clean of Heart (Catholic Charities)****Let's Get Moving! An application by Catholic Charities Clean of Heart Program****CDBG Funds Recommended: \$35,000**

The Clean of Heart program provides shower, laundry, clothes closet and numerous other services to Richland County's Homeless population. The organization is relocating to the former Good Shepard Catholic Church at 809 Calhoun Street and is rehabilitating the property. The rehabilitated property will include 3 additional showers, two additional restrooms and additional washers/dryers.

Anticipated Number of Impacted Residents: 100

**Serve & Connect – Youth Empowerment Initiative**

**CDBG Funds Recommended: \$30,000**

Youth Empowerment Initiative -This program will target youth in unincorporated Richland County (Dentsville) involved in criminal activity to learn and work alongside local law enforcement officers to reconcile racial issues, develop crime reducing programs, create a community closet to serve the needs of the residents. By the Youth and Richland County deputies working together to develop programs, serve the community to reduce crime, support the needs of residents; and create community policing which serves all residents and provides assistance to help residents feel safe and provide rental and utility payment fund and referrals to financial literacy education, this program will empower Youth and make an impact on the greater community.

Anticipated Number of Impacted Residents: 50

**Girl Scouts of South Carolina - Mountains to Midlands, Inc.**

**Girl Scouts Shine**

**CDBG Funds Recommended: \$35,000**

A new program for girls to participate is through our intensive academy style Girl Scouts Shine program initiative. Girl Scouts Shine is an 8-week intensive program for 4th and 5th grade girls that will go beyond the surface symptoms of risky, negative behaviors to challenge girls to think critically about their choices, develop greater self-awareness and empathy, build new life skills, knowledge and social competencies, adopt a growth mindset, and consider how their choices and actions affect themselves and others.

Girls will also participate in the Girl Scouts program and in the Girl Scouts Leadership program.

Anticipated Number of Impacted Residents: 200

**The Cooperative Ministry  
Financial Empowerment Program**

**CDBG Funds Recommended: \$25,000**

The Cooperative Ministry will provide financial assistance to families in short-term crisis and will also provide financial literacy and budget training along with counseling and other services as needed to regarding paying rent, groceries, utilities, and medical bills during the health and economic crisis. The goal is to assist the families with getting to economic self-sufficiency and bridge between short-term crisis and self-sufficiency.

Anticipated Number of Impacted Residents: 30

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My Account > FY20-21 CDBG Public Services Projects > Scoring

### FY20-21 CDBG Public Services Projects

Richland County Government  
 Community Services Department, Div. of Housing and Community Development  
 \$244,275.00 available

#### Scoring Report

Report Generated 11/4/2020 7:22:55 PM for Kerry Smyser

Organization Name Application Title	Requested Amount	Votes	Average Recommend	Trial Decision	Trial Amount	Committee Score	Admin Score	Adjust	Total Score
<b>United Way of the Midlands</b> <a href="#">WellPartners Adult Dental and Eye</a>	\$50,000.00	2 to 0	\$45,000.00	Approve	\$ 50000	98.00	84		182.00
<b>Central South Carolina Habitat for Humanity</b> <a href="#">Dentsville Neighborhood Revitalization</a>	\$30,000.00	2 to 0	\$30,000.00	Approve	\$ 30000	84.33	86		170.33
<b>Epworth Children's Home</b> <a href="#">Epworth Children's Home Center for Independent Living</a>	\$85,000.00	2 to 0	\$30,000.00	Approve	\$ 39275	85.00	80		165.00
<b>Clean of Heart (Catholic Charities)</b> <a href="#">Let's Get Moving! An application by Catholic Charities Clean of Heart Program</a>	\$35,000.00	2 to 0	\$27,500.00	Approve	\$ 35000	76.33	86	0	162.33
<b>Girl Scouts of South Carolina - Mountains to Midlands, Inc.</b> <a href="#">Girl Scouts Shine</a>	\$35,000.00	2 to 0	\$30,000.00	Approve	\$ 35000	77.00	74		151.00
<b>The Cooperative Ministry</b> <a href="#">Financial Empowerment Program</a>	\$35,000.00	2 to 0	\$34,485.00	Approve	\$ 25000	79.33	68		147.33

19 displayed  
 0 not included

<b>\$983,974.17</b>	<b>\$710,182.17</b>	<b>\$244,275.00</b>
	\$244,275.00	\$244,275.00
	- \$710,182.17	- \$244,275.00
	<u>\$-465,907.17</u>	- \$0.00*
	Remaining	<b>\$0.00</b>
		Remaining

\* Trial Amounts from other status groups

Organization Name Application Title	Requested Amount	Votes	Average Recommend	Trial Decision	Trial Amount	Committee Score	Admin Score	Adjust	Total Score ▼
<b>Serve &amp; Connect</b> <a href="#">North Columbia Youth Empowerment Initiative</a>	\$46,360.17	1 to 0	\$46,360.17	Approve ▼	\$ 30000	60.33	82		142.33
<b>Alston Wilkes Society</b> <a href="#">Alston Wilkes Society - Youth Home Renovations</a>	\$50,490.00	2 to 0	\$47,745.00	Decline ▼	\$ 0	72.33	70		142.33
<b>Senior Resources, Inc.</b> <a href="#">Senior Wheels</a>	\$55,242.00	1 to 0	\$55,242.00	Decline ▼	\$ 0	79.67	56		135.67
<b>Eat Smart Move More South Carolina</b> <a href="#">Increasing Healthy Food Access Through Coordination</a>	\$35,000.00	1 to 1	\$35,000.00	Decline ▼	\$ 0	63.00	47		110.00
<b>Wiley Kennedy Foundation</b> <a href="#">Cybersecurity Workforce Development. &amp; Precertification Training</a>	\$87,100.00	1 to 0	\$87,100.00	Decline ▼	\$ 0	65.33	32		97.33
<b>Central Midlands Regional Transit Authority</b> <a href="#">Lifeline Transit Pass Program</a>	\$40,000.00	2 to 0	\$30,000.00	Decline ▼	\$ 0	80.00	12		92.00
<b>South Carolina Association of Community Action Partnerships, Inc.</b> <a href="#">Richland County Healthcare Access Initiative (RCHAI)</a>	\$50,782.00	1 to 1	\$45,750.00	Decline ▼	\$ 0	69.00	22		91.00
<b>Binding Ties, Inc.</b> <a href="#">Assisting "At-Risk" Youth Through COVID-19</a>	\$48,000.00	0 to 2		Decline ▼	\$ 0	55.00	28		83.00
<b>Homeless No More</b> <a href="#">Stable Housing and Children's Program at St. Lawrence Place</a>	\$30,000.00	2 to 0	\$30,000.00	Decline ▼	\$ 0	82.33	0		82.33
<b>Black Pages International</b> <a href="#">PPE Supplies for the Homeless</a>	\$50,000.00	1 to 1	\$50,000.00	Decline ▼	\$ 0	66.67	15		81.67

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0 not included

**\$983,974.17**

**\$710,182.17**

**\$244,275.00**

\$244,275.00  
- \$710,182.17  
\$-465,907.17  
Remaining

\$244,275.00  
- \$244,275.00  
- \$0.00\*  
\$0.00  
Remaining

\* Trial Amounts from  
other status groups

Organization Name Application Title	Requested Amount	Votes	Average Recommend	Trial Decision	Trial Amount	Committee Score	Admin Score	Adjust	Total Score ▼
<b>Latino Communications Community Dev</b> <u>"THE COMMUNITY FRIDGE PROGRAM"</u>	\$86,000.00	1 to 1	\$86,000.00	Decline ▼	\$ 0	48.33	31		79.33
<b>Mental Illness Recovery Center, Inc.</b> <b>(MIRCI)</b> <u>Outreach &amp; Housing Supports for Youth &amp;</u> <u>Adults Experiencing Homelessness</u>	\$100,000.00	0 to 2		Decline ▼	\$ 0	78.00	0		78.00
<b>Cradle of Refuge Inc.</b> <u>Cradle of Refuge Inc.</u>	\$35,000.00	0 to 2		Decline ▼	\$ 0	38.00	19		57.00

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0 not included

<b>\$983,974.17</b>	<b>\$710,182.17</b>	<b>\$244,275.00</b>
	\$244,275.00	\$244,275.00
	- \$710,182.17	- \$244,275.00
	<u>\$-465,907.17</u>	- \$0.00*
	Remaining	<b>\$0.00</b>
		Remaining

\* Trial Amounts from  
other status groups

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17. **OTHER ITEMS**

- a. FY2020-2021 CDGG and HOME Annual Action Plan Budget – Mr. Voignier stated staff is recommending approval of the FY20-21 Annual Action Plan budget, as presented in the agenda briefing document, for CDBG and HOME funds the County is allocated on an annual basis, as an entitlement community. While Council previously approved utilization of the CDBG portion of the allocation to aid in the County’s response to the COVID-19 pandemic, staff has not identified additional CDBG eligible projects or programs beyond those currently in progress to prevent, prepare and respond to COVID-19, which already have identified funding sources. Staff has identified other new, and continuing CDBG eligible program needs, as reflected in the proposed budgets for CDBG and HOME.

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

Ms. D. Myers inquired about how much broad-based community input have we sought and received for this plan.

Mr. Voignier responded they have not held the public comment period and a public hearing for this plan. All of these projects have been consistently funded year over year, with the exception of the sewer pipe installation project, which he believes has had some public input. There will be a public hearing and public comment period held on the other projects prior to the plan being submitted to HUD for approval.

Ms. D. Myers inquired if the plan will come back to Council after the comment period, and if Council will be made aware of any changes those comments produce.

Mr. Voignier responded he would be happy to provide that to Council, for information. What will be coming back to Council are particular projects, whenever we identify the entities that will be receiving the funds, in particular the public service projects, as well as, the Community Housing Development organization.

Ms. D. Myers again requested the annual allocation of CDBG funds and the uses we make of them. She stated there are communities across the County that largely left out of these critical conversations. She is asking that we involve more of the County’s stakeholders in these discussions, so they are not left out of these multimillion dollar projects.

Ms. Dickerson stated, for the record, that she supports Ms. D. Myers’ comments.

Mr. Malinowski inquired how the Operation One Touch Minor Home Repair and Public Service Projects (Zoom Grants) programs work, and how it is determined who will qualify and get these funds.

Mr. Voignier responded Operation One Touch is generally for projects under \$15,000 that homeowners apply for. The applications are assessed and evaluated based on their income eligibility, as well as, the type of project. They estimate that 15 – 20 homes would benefit from the program in a fiscal year. They typically set aside 15% of the budget for the Public Service Projects. The application process is currently underway for these projects. Each application is a minimum of \$30,000, and a maximum of \$100,000, for projects we receive from the community. The applications are evaluated by an internal committee, based on the goals of the program, and several other factors (i.e. financial and programmatic). They are partnering with the County’s

Government and Community Services Department to cast a wider net, so we can get additional applications for these projects.

Mr. Malinowski requested clarification on the Program Administration Costs.

Mr. Voignier responded the Program Administration Costs should be less than 20% of the total allocation of \$1.6M.

Ms. McBride inquired if the decisions, on these projects, are made by an in-house review team.

Mr. Voignier responded they make a recommendation, which comes back to Council, on the Public Service Projects. Operation One Touch is a first-come, first-served, application process.

Ms. McBride stated there appears to be a need for more transparency and accountability, as we try to change the way we are doing business. She would like for us to look at the overall process, in terms of the methods we are using to make decisions.

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

Not Present: Terracio and Walker

The vote in favor was unanimous.

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

Opposed: Malinowski, Dickerson, McBride, Livingston, Jackson, Myers and Newton

Not Present: Terracio and Walker

The motion for reconsideration failed.

- b. CDBG-DR Rehabilitation Project Change Order – Mr. Voignier stated staff is recommending approval of a 2<sup>nd</sup> Change Order for one of the County's rehabilitation properties in the Housing Disaster Recovery Program. The change order totals \$11,079.86. All change orders greater than 25% of the original contract amount, for CDBG-DR funds, must be approved by Council. The purpose of the change order is to address a structural issue that could not be identified until work began on the 1<sup>st</sup> change order. The structural issue presents a safety concern that must be repaired, based on the County's housing standards to construct safe, sanitary and secure homes, in accordance with our CDBG-DR Action Plan. Failing to complete this work may cause the structure to fail in the future with further damage to the property, and possibly the homeowner.

Ms. Newton moved, seconded by Mr. Livingston, to approve staff's recommendation.

In Favor: McBride, Livingston, Myers and Newton

Opposed: Malinowski, Dickerson and Jackson

Not Present: Terracio and Walker

The vote was in favor.

## Richland County Council Request for Action

**Subject:**

Grant Request for Community Beautification – Lake Elizabeth Homeowner’s Association

**Notes:**

October 27, 2020 – The A&F Committee forwarded this item to Council with a recommendation for denial.





**Agenda Briefing**

**Prepared by:** John M. Thompson, Ph.D., MBA, CPM, Assistant County Administrator

**Department:** Administration

**Date Prepared:** October 7, 2020

**Meeting Date:** October 27, 2020

<b>Legal Review</b>	Elizabeth McLean via e-mail	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via e-mail	<b>Date:</b>	October 14, 2020
<b>Finance Review</b>	Stacey Hamm via e-mail	<b>Date:</b>	October 14, 2020
<b>Other Review:</b>	Clayton Voignier via email	<b>Date:</b>	October 14, 2020
<b>Approved for Consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM	
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Grant Request for Community Beautification		

**Recommended Action:**

There are two recommendations for the County Council’s consideration.

1. Accept Lake Elizabeth Estates Inc. Homeowners Association’s (HOA) request by awarding them a \$5,000 grant paid from the Honorable Councilwoman Gwendolyn Kennedy’s discretionary funds.
2. Deny Lake Elizabeth Estates Inc. Homeowners Association’s request to obtain a \$5,000 grant through the use of discretionary funds.

**Motion Requested:**

Move to accept one of the aforementioned recommendations.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The fiscal impact will cost Richland County \$5,000 should it give the grant award to the Lake Elizabeth Estates Inc. Homeowners Association. However, the Budget and Grants Management Department and the Finance Department posit that this is not an acceptable use of discretionary funds for awarding this grant request. (See guidelines for Discretionary account)

**Motion of Origin:**

There is no associated Council motion of origin.

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

### Discussion:

Dr. John Thompson received a packet of information that included a letter dated September 25, 2020 from the Honorable Councilwoman Gwendolyn Kennedy. (See attached letter) The letter mentions that a homeowners association is requesting funds for \$5,000 for a community beautification project. The project includes the services below. (See attached letter and supporting documentation to Councilwoman Kennedy)

- Removal of debris in the area of a dam damaged by the 2015 Flood.
- Replacement of damaged shrubbery.
- Increase the height of a brick neighborhood sign to maximize visibility.
- Enhance the brick neighborhood sign, as it is illegible.
- Replace the letters on another sign that is illegible.
- Installation of two new signs to the entrances of the neighborhood.

According to the letter from Councilwoman Kennedy, she desires, “to move forward with the \$5,000 grant I am requesting from my account to be disbursed for this project”.

### Attachments:

1. Guidelines for Discretionary Account
2. Councilwoman Kennedy’s letter to Dr. John Thompson
3. Albert and Violet Mackie’s letter of request and supporting documentation to Councilwoman Kennedy



Office of the County Attorney

**MEMORANDUM**

From: Bradley T. Farrar, Deputy County Attorney

To: Rules and Appointments Committee

Date: April 23, 2012

**Re: Council Member Individual Discretionary Account Motions**

I have reviewed Motion No. 5 on the Individual Discretionary Account Motions matrix. There is nothing legally objectionable associated with this motion. Any actions taken relative to it if passed by Council will need to be coordinated among Council, Administration and Finance, which is contemplated in the motion.

S.C.Code Ann § 4-9-100, provides in relevant part that, "Members may (also) be reimbursed for actual expenses incurred in the conduct of their official duties." The County may wish to consider referring to such accounts as "reimbursement for actual expenses" (or "reimbursement account," etc.) rather than as individual discretionary accounts, and model their use after 4-9-100.

The Legal Department provided an attorney-client privileged memorandum dated November 16, 2011, on this subject as well that Council may wish to refer to, along with Richland County Council's Individual Expense Account Policy Guidelines (undated), attached.

Finally, S.C. Attorney General Opinion, dated November 13, 2003, generally is instructive in this area.

**Richland County Council's Individual Expense Accounts**  
**Policy Guidelines**

Policy: The Individual Expense Accounts are to be used as a general government reimbursement expense fund and not for the exercise of legislative functions.

Description of Allowed Expenses:  
(this list is not all-inclusive and should be used merely as a guideline)

- Cost of general business supplies not provided by the County
- Cost of general periodicals, professional journals, and reference books related to the operation of County government
- Cost of per diem and mileage involved in the conduct of County business
- Costs associated with community functions, conferences and training seminars, such as food, gas, mileage automobile rental, accommodations, tuition and materials

Categories of Non-Allowed Expenses:

- Any **legislative** function, including those already being acted on by the full Council and those not before the Council but involving traditionally legislative functions such as infrastructure, public recreation, etc.
- Using public funds for a private purpose or in furtherance of any particular religion
- Any disbursement of funds which would ordinarily be disbursed through another County process, such as the budget process, hospitality tax fund disbursements, etc.

Gwendolyn Kennedy  
Councilwoman, District 7  
Richland County Council  
Columbia, South Carolina 29203

September 25, 2020

Dr. John Mark Thompson  
Assistant County Administrator  
Richland County  
2020 Hampton Street  
Columbia, South Carolina 29204

Re: Grant Request for Community Beautification  
Lake Elizabeth Estates Inc. Homeowners Association

Dear Dr. Thompson,

Please find attached a request I have received from my constituents, Albert and Violet McKie, on behalf of their Homeowners Association for Lake Elizabeth Estates, Inc. They have provided their detailed request along with all supporting documentation. Please let me know if any additional information is required in order for us to move forward with the \$5,000 grant I am requesting from my account to be disbursed for this project.

Thanking you in advance,



Gwendolyn Kennedy

Attachments

**Albert and Violet McKie  
383 Nina Lee Drive  
Columbia, South Carolina 29203**

September 25, 2020

The Honorable Gwendolyn Kennedy  
Councilwoman, District 7  
Richland County Council  
2020 Hampton Street  
Columbia, South Carolina 29204

Re: Grant for Lake Elizabeth Estates, Inc.  
Community Beautification

Dear Mrs. Kennedy:

Thank you for taking the time to speak with us recently regarding the community beautification grant for Lake Elizabeth Estates, Inc. Homeowners Association. As instructed, we are including the pertinent information required of Richland County Council in order to fulfill the \$5,000 grant request.

Please find attached/outlined, the following information:

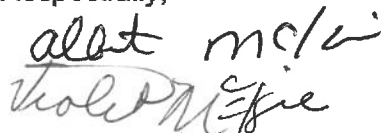
1. Photos of the affected/described area are attached.
2. We are requesting that the dam area that was damaged by the flood in 2015 be cleared of any and all debris.
3. We are also requesting that the damaged shrubbery (most of which has died) be replaced.
4. We need to have the brick neighborhood sign (on Wilson Boulevard) increased in height by two feet since the new guardrail that was installed by the Department of Transportation blocks the view of the sign such that it cannot be read clearly from the road.
5. The portion of the brick neighborhood sign that contains the letters needs to be replaced as they are old and worn out such that they can no longer be read clearly.

6. At the intersection of Lake Elizabeth Drive and Hard Scrabble Road, we need to have replaced the letters on the sign as they are old, worn and illegible. As well, the area around the sign is in dire need of landscaping.
7. We would like to add two new signs (on poles) at the two additional entrances to the Lake Elizabeth Community,

Please let me know if there is additional information you require. We will be more than happy to provide the same.

Thank you for your assistance and for your leadership in our community.

Respectfully,

Handwritten signatures of Albert McKie and Violet McKie. The first signature is 'albert mckie' and the second is 'Violet McKie'.

Albert McKie (Board Member) and Violet McKie

Attachments



# Quote

**Landscaping and Beyond**  
 (803)269-7416  
 www.landscapingandbeyond.com  
 1635 Hardscrabble Rd.  
 Columbia, SC  
 29203

**BILL TO**  
 Lake Elizabeth home owners association

**Quote #** 4  
**Date** 13 Aug 2020

Item	Quantity	Price	Amount
<b>Variate boxwood</b>	8	\$20.00	\$160.00
<b>Sky pencil holly</b>	<del>2</del> 4	<del>\$15.00</del> 15	\$60.00
<b>Crape myrtle</b>	6	\$45.00	\$270.00
<b>Labor</b>	1	\$180.00	\$180.00
Crape Myrtle			
<b>Planting around signs</b>	1	\$300.00	\$300.00
<b>Lake Elizabeth dam cleaning</b>	1	\$1,100.00	\$1,100.00
		Subtotal	\$2,070.00
		<b>Grand Total</b>	<b>\$2,070.00</b>

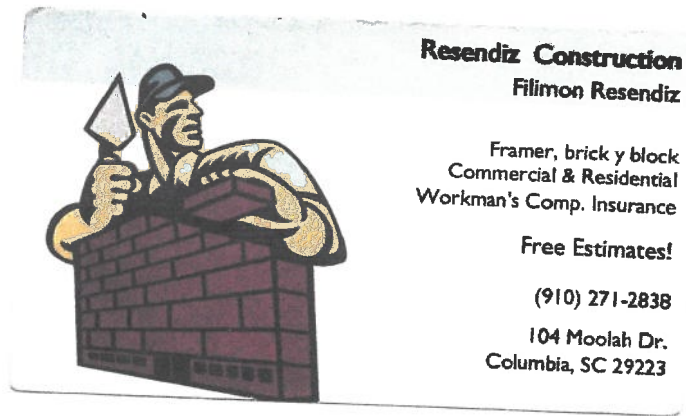
**Note**  
 Thank you for your business.

Remove dead tree, haul away  
 and grind stump \$350.00  
2,420.00



Sign cannot be  
read from Wilson  
Boulevard due  
to new guardrail.





Contractor to increase  
height of wall on Wilsm Blvd.  
Quote includes labor and materials.  
(\$1,200).



(Dam Area (Wilson Boulevard))



Dam Area (Wilson Boulevard)



Damn Area (Wilson Boulevard)



# Estimate

8/07/20

Frazer Signs & Designs  
 4506 Helms st.  
 Columbia, SC 29203  
 803-786-6741 Office  
 803-331-2962 Cell

Ship To:

**Lake Elizabeth Estates**  
 156 Lake Elizabeth Dr.  
 Columbia, Sc 29203

JOB NO.	ORDER DATE	SALESPERSON	DELIV. DATE	TERMS	SHIPPING	P.O. NO.

QUANTITY	DESCRIPTION	PRICE
4	Metal signs 36x48	
4	Digital Prints 36x48	340.00
4	3mm Acrm Metal 36x48	300.00
4	Removal and install on brick walls	800.00

Comments: <<Comments>>

SUBTOTAL	1,440.00
SALES TAX	86.40
<b>TOTAL DUE</b>	<b>1,526.40</b>

**THANK YOU FOR YOUR BUSINESS!**



Wilson Blvd. Sign  
The opposite side is no longer visible

6 scape myrtle \$ 270  
labor 180  
sky pencil Holly  
7 4x15 \$60

3 FT  
TALL



Favorites

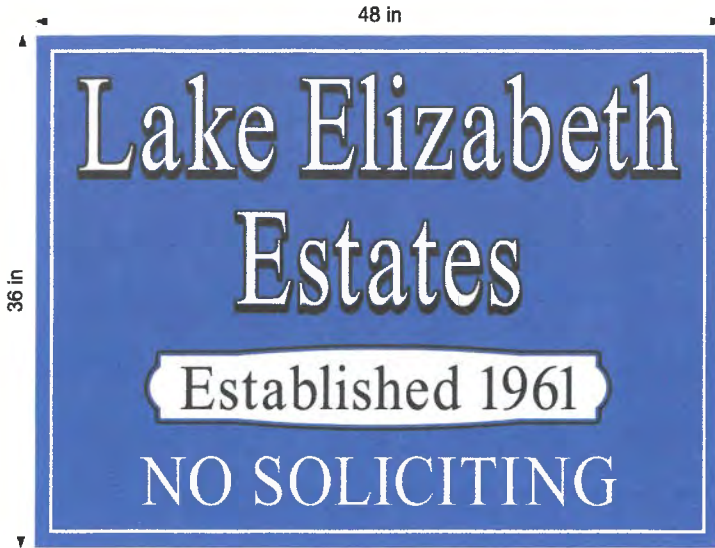
variegated Boxwood Total \$970

8 x 20 = \$160

labor \$ 300







Sign (selection) options for  
Wilson Boulevard and Hard  
Scrabble Road (4 signs).



# Estimate

8/07/20

Frazer Signs & Designs  
 4506 Helms st.  
 Columbia, SC 29203  
 803-786-6741 Office  
 803-331-2962 Cell

Ship To:

Lake Elizabeth  
 Estates  
 156 Lake Elizabeth Dr.  
 Columbia, Sc 29203

JOB NO.	ORDER DATE	SALESPERSON	DELIV. DATE	TERMS	SHIPPING	P.O. NO.

QUANTITY	DESCRIPTION	PRICE
2	Metal signs 24x36 D/S	890.00
2	24x36 3m Acn metal	
4	4x4x72 wood post	
4	4x4x72 white post covers	
4	post top caps	
4	Metal Brackets	
	Installation for both signs	400.00

Comments: <<Comments>>

SUBTOTAL	1,290.00
SALES TAX	77.40
<b>TOTAL DUE</b>	<b>1,367.40</b>

**THANK YOU FOR YOUR BUSINESS!**

*Estimate for two new (pole) signs.*

36 in

24 in

# Lake Elizabeth Estates

Established 1961

NO SOLICITING

Sign Sample of  
(pole) signs.



NOW, THEREFORE, BE IT RESOLVED, by County Council as follows:

Section 1. Statutory Findings and Determination. The County hereby finds and determines that the Extensions and the New FILOT Agreement would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investments and by encouraging the retention of jobs and employment, the increase of ad valorem tax base, services, employment or other public benefits not otherwise provided locally; that the Extensions and the New FILOT Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Extensions and the New FILOT Agreement, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Extensions and the New FILOT Agreement will be greater than the costs.

Section 2. Approval of Ten-Year Extension of Exemption Periods under Existing FILOT Agreements. Pursuant to Section 12-44-30(21) of the Act and Section 3.B of Act No. 290 of 2010, South Carolina General Assembly, the County hereby grants a 10-year extension of the 20-year Exemption Period under each of the Existing FILOT Agreements, for a total Exemption Period under each of the Existing FILOT Agreements of 30 years.

Section 3. Inducements. This Resolution is an inducement resolution for the Expansion Project for purposes of the Act. County Council identifies and reflects the Expansion Project by this Resolution, and adopting this Resolution permits expenditures made in connection with the Expansion Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the New FILOT Agreement and the Act.

Section 4. New FILOT Agreement. County Council commits to enter into the New FILOT Agreement, which will provide for FILOT Payments with respect to the portions of the Expansion Project that constitute economic development property. The further details of the FILOT Payments and that agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 5. Further Actions. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the performance of all obligations of the County under this Resolution.

Section 6. Governing Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 7. Severability. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 8. Effective Date. This Resolution is effective after its approval by the County Council.

DONE, RATIFIED AND ADOPTED this \_\_\_\_day of \_\_\_\_\_, 2020.

RICHLAND COUNTY COUNCIL:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk  
Richland County Council  
Richland County, South Carolina

# Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project Offer to provide for payment of a fee-in-lieu of taxes; and other related matters

**Notes:**

First Reading: November 10 2020 {Tentative}

Second Reading:

Third Reading:

Public Hearing:



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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT OFFER TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, Project Offer, (“Sponsor”), desires to expand its distribution facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$2,500,000; and

WHEREAS, by a Resolution adopted on [November 10, 2020], County Council provided a 10-year extension of the 20-year exemption periods under existing fee agreements between the Sponsor and the County and between the Sponsor’s landlord and the County with respect to an existing project, and County Council also agreed to enter into a new fee agreement with the Sponsor in connection with an expansion of that project;

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be retained, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: November 10, 2020  
Second Reading: \_\_\_\_\_, 2020  
Public Hearing: \_\_\_\_\_, 2020  
Third Reading: \_\_\_\_\_, 2020

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

4847-8110-4844 v.1

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

**BETWEEN**

**PROJECT OFFER**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_, 2020

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Project Offer</b>	<b>Section 1.1</b>
<b>Project Location</b>	[to come]	<b>Exhibit A</b>
<b>Tax Map No.</b>	[to come]	<b>Exhibit A</b>
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	<b>Section 1.1</b>
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$2,500,000	<b>Section 1.1</b>
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	Standard (5 years)	<b>Section 1.1</b>
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	<b>Section 4.1(a)</b>
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	582.7	<b>Section 4.1(a)</b>
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	<b>Section 4.1(a)</b>
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Loss of FILOT benefits if do not invest at least \$2,500,000.	<b>Section 6.1</b>
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park (Fairfield County is the partner county)	<b>Section 1.1</b>
<b>Other Information</b>		



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

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2020, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Project Offer, a corporation organized and existing under the laws of the State of Delaware (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has made significant prior investments in the County, and in connection therewith the Sponsor entered into a previous fee-in-lieu of taxes agreement with the County;

(c) To date, the Sponsor has invested a total of approximately \$19 million in the County and currently employs approximately 103 people in the County;

(d) The Sponsor has committed to expand the investment at its facility (“*Facility*”) in the County, which investment will consist of taxable investment anticipated to be at least \$2,500,000;

(e) The Sponsor wishes to enter into a fee-in-lieu of *ad valorem* taxes agreement (“*Fee Agreement*”) with the County with respect to future investments in the County;

(f) By a Resolution adopted on \_\_\_\_\_, 2020, County Council agreed to enter into a fee agreement with the Sponsor with respect to the Sponsor’s future investments in the County; and

(g) By an ordinance enacted on \_\_\_\_\_, 2020, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to maintain and expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including

reasonable attorney's and consultant's fees. Administration Expenses does not include any costs, expenses, including attorney's fees, incurred by the County (i) in defending challenges to the FILOT Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be January 29, 2022.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$2,500,000.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is January 29, 2056, the Final Termination Date is expected to be January 15, 2058, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on January 30, 2027.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

**“Real Property”** means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

**“Removed Components”** means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**“Replacement Property”** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“*Sponsor*” means \_\_\_\_\_, a \_\_\_\_\_ corporation, referred to in the \_\_\_\_\_, 2020 Resolution referenced in the Recitals to this Fee Agreement as Project Offer, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“*Sponsor Affiliate*” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“*State*” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” by adopting an Inducement Resolution, as defined in the Act, on \_\_\_\_\_, 2020.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a distribution center and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the Sponsor's fiscal year ending January 29, 2022. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement shall be retroactively terminated as provided in Section 6.1 of this Fee Agreement.

**Section 3.2 Leased Property.** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. Filings and Reports.**

(a) On or before March 31 of each year during the term of this Fee Agreement, commencing on March 31, 2021, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and Fairfield County, the County's partner in the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

#### **ARTICLE IV FILOT PAYMENTS**

##### **Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 582.7, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2019.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. *FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. *Removal of Components of the Project.*** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. *Damage or Destruction of Economic Development Property.***

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. *Condemnation.***

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking*. In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

## ARTICLE V [RESERVED]

## ARTICLE VI CLAW BACK

**Section 6.1. Claw Back.** If the Company does not meet the Contract Minimum Investment Requirement during the Investment Period (not including any extension thereof), then the Project shall revert retroactively to *ad valorem* taxation and this Fee Agreement shall terminate, and the Company shall make payment to the County of the difference between the FILOT Payments actually made and the total retroactive amount referred to in this Section.

## ARTICLE VII DEFAULT

**Section 7.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;



provided, however, that there shall be no Cessation of Operations to the extent that what would otherwise constitute such Cessation occurs by reason of a “force majeure” as defined in subsection (e), below.

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; provided, however, if by reason of “force majeure” as hereinafter defined, the Sponsor is unable in whole or in part to carry out any such term, condition, obligation or covenant, or if it takes longer than 30 days to cure such default and the Sponsor is diligently attempting to cure such default, there shall be no Event of Default. The term “force majeure” as used in this Section 7.1 shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; pandemics; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action; provided if by reason of “force majeure” as defined in subsection (e), above, the County is unable in whole or in part to carry out any such term, condition, obligation or covenant, or if it takes longer than 30 days to cure such default and the County is diligently attempting to cure such default, there shall be no Event of Default.

### **Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice no less than 48 hours in advance, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$5,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement and (B) any ordinances or other documents related to this Fee Agreement or to the Project, and (ii) any related matters. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County’s Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice.

## **ARTICLE IX SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County’s approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate’s joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:  
[TO COME]**

**WITH A COPY TO (does not constitute notice):**  
**[TO COME]**

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and

the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, pandemics, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken,

made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*



**PROJECT OFFER**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_, 2020 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Project Offer (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

4828-9261-9468 v.2

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

**A RESOLUTION**

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT YETI; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”) with respect to economic development property, as defined in the Act;

WHEREAS, PROJECT YETI, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facility and related operations in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$55,000,000 in taxable real and personal property and the creation of approximately 40 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor to locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments and certain Infrastructure Credits with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the Act.

**Section 2.** County Council commits to enter into the Agreement, which provides for FILOT Payments and certain Infrastructure Credits with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments, certain Infrastructure Credits and the Agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

**Section 3.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

**Section 4.** This Resolution is effective after its approval by the County Council.



RESOLVED: November 10, 2020.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

*(SEAL)*  
ATTEST:

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Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and infrastructure credit agreement by and between Richland County, South Carolina and Project Yeti to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

**Notes:**

First Reading: November 10, 2020 {Tentative}

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT YETI TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County, South Carolina more particularly known as the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (“Infrastructure”);

WHEREAS, PROJECT YETI, (“Sponsor”), desires to expand its manufacturing facility and operations in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$55,000,000 and the creation of 40 new, full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Infrastructure Credit Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating or otherwise adding the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

**Section 1. Statutory Findings.** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Sponsor.

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: November 10, 2020  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INFRASTRUCTURE CREDIT AGREEMENT**

**BETWEEN**

**PROJECT YETI**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF DECEMBER 31, 2020**

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- Exhibit C – Accountability Resolution
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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Project YETI</b>	
<b>Project Location</b>	<b>Richland County, South Carolina</b>	
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$55,000,000	
• Contract Minimum Jobs Requirement	40	
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	0.5514	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information	N/A	
<b>Multicounty Park</b>	TBD	
<b>Infrastructure Credit</b>		
• Brief Description	45%	
• Credit Term	10 years	
• Claw Back Information	Proportionate, based on investment and job creation	
<b>Other Information</b>		

**FEE-IN-LIEU OF AD VALOREM TAXES AND INFRASTRUCTURE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM TAXES AND INFRASTRUCTURE CREDIT AGREEMENT* (“*Fee Agreement*”) is entered into, effective, as of [DATE], between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and PROJECT YETI, a corporation organized and existing under the laws of the State of South Carolina (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$55,000,000 and the creation of 40 new, full-time jobs];

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT

Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Code**” means the Code of Laws of South Carolina, 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$55,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 40 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“**Event of Default**” means any event of default specified in Section 7.1 of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu Of *Ad Valorem* Taxes and Infrastructure Credit Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is [DATE], the Final Termination Date is expected to be [DATE], which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act[or Section 4-1-175 of the MCIP Act] and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2024.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means PROJECT YETI and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment and/or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on November 10, 2020 by adopting an Inducement Resolution, as defined in the Act on November 10, 2020.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs

Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2020. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 Leased Property.** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. Filings and Reports.**

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2021 or on January 31 of the year following the year in which property is first placed in service in the Project, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. FILOT Payments.**

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to [use the fair market value established in the first year of the Phase Exemption Period, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 0.5514 mils, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2020.



The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. *Infrastructure Credits.*** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("***Credit Term***"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. *Claw Back.*** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. *Events of Default.*** The following are "Events of Default" under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a "***Cessation of Operations***" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential*

*Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her

official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$[ ]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE IX SPONSOR AFFILIATES

**Section 9.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

PROJECT YETI

**WITH A COPY TO (does not constitute notice):**

Burr & Forman, LLP  
Attn: Erik P. Doerring  
1221 Main Street, Suite 1800  
Columbia, SC 29201

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Emily Luther  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.



(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

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

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Infrastructure Credit Agreement]*

**PROJECT YETI**

\_\_\_\_\_

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

Its: Authorized Representative

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Infrastructure Credit Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [DATE] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [COMPANY] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.




RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

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

(SEAL)  
ATTEST:

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

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**  
**FORTY-FIVE PERCENT (45%) FOR TEN (10) YEARS**

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]**

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$4,620,429 in Infrastructure Credits, and \$27,500,000 had been invested at the Project and 20 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 20/[Contract Minimum Jobs Requirement] = 50%*

*Investment Achievement Percentage = \$27,500,000/[\$[Contract Minimum Investment Requirement]] = 50%*

*Overall Achievement Percentage = (50% + 50%)/2 = [50]%*

*Claw Back Percentage = 100% - 50% = 50%*

*Repayment Amount = \$4,620,429 x 50% = \$2,310,215*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

# Richland County Council Request for Action

**Subject:**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to Gable Oaks Housing Associates LP; and other related matters

**Notes:**

First Reading: November 10, 2020 {Tentative}

Second Reading:

Third Reading:

Public Hearing:

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

**AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO GABLE OAKS HOUSING ASSOCIATES LP; AND OTHER RELATED MATTERS.**

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Gable Oaks Housing Associates LP (“Company”) desires to acquire and rehabilitate an affordable rental housing project within the County (“Project”), consisting of a total investment of greater than \$12,000,000 of which \$6,000,000 is expected to be expended to rehabilitate and improve the Project;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically including property located at 901 Colleton Avenue, Columbia, South Carolina (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

**Section 2. *Expansion of the Park Boundaries, Inclusion of Property.*** The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and delivery of notice to Fairfield County of the inclusion of the Property in the Park.

**Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: November 10, 2020  
Second Reading:   
Public Hearing:   
Third Reading:

**EXHIBIT A**  
**FORM OF AGREEMENT**



**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**GABLE OAKS HOUSING ASSOCIATES LP, a [] limited partnership**

**Effective as of: [], 2020**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [], 2020 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and GABLE OAKS HOUSING ASSOCIATES LP, a South Carolina limited partnership (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated September 1, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to acquire and substantially rehabilitate an affordable housing project in the County know as Gable Oaks Apartments h a low-income rental housing project for seniors in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of a total investment of greater than \$22,000,000, of which \$6,000,000 shall be expended to rehabilitate and improve the Project;

WHEREAS, the Project [shall be] encumbered by an Agreement as to Restrictive Covenants between the South Carolina State Housing Finance and Development Authority (“State Housing”) and the Company (“Restrictive Covenants”) pursuant to which the Company will agree that at least 40% of the completed dwelling units in the Project will be rented continuously to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income as computed by HUD at rents not in excess of the fair market rent as determined by HUD (“Low Income Rental Restrictions”); and

WHEREAS, by an ordinance enacted on [], 2020 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the

Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## **ARTICLE I REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the development of decent, safe affordable housing, thereby contributing to the economic development of the County.

**Section 1.2. *Representations by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will comply with the Restrictive Covenants and will use commercially reasonable efforts to provide low-income housing at the Project for the balance of the units;
- (c) The Company will use commercially reasonable efforts to achieve the Company Commitment, as defined below; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

## ARTICLE II INFRASTRUCTURE CREDITS

**Section 2.1. *Company Commitment.*** The Company shall invest not less than \$22,000,000 in the Project, of which \$6,000,000 shall be expended to rehabilitate and improve the Project (“Company Commitment”) by the Certification Date, as defined below. The Company shall certify to the County completion of the Project by no later than December 31, 2022 (“Certification Date”), by providing documentation to the County sufficient to reflect completion of the Project. If the Company fails to achieve and certify the Company Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement. The benefits provided under this Agreement are subject to the clawback requirements set forth in Section 2.3 below.

### **Section 2.2. *Infrastructure Credits.***

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual property tax bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2(a) (“Net Fee Payment”). Following receipt of the annual bill from the County (the “Annual Bill”), the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.3. *Clawback.*** The County is offering the benefits provided under this Agreement based on the Company’s commitments to (i) cause the Project to be in compliance with the Low Income Rental Restrictions and (ii) maintain the Project in a safe and secure condition for the residents during the term of this Agreement and promptly address any code violations (“Code Violations”) communicated in writing to the Company by the City of Columbia, South Carolina (“City”). Failure to by the Company to meet these commitments will result in a loss of benefits and potential repayment of benefits as provided herein.

(a) In the event of a default of the Company under the Restrictive Covenants (after the expiration of any notice or remedial period contained thereunder) resulting from the Company's failure to satisfy the Low Income Rental Restrictions for any calendar year, the Company shall repay the Infrastructure Credits received for such year. The portion of the Infrastructure Credit to be repaid

("Repayment Amount") is based on the percentage of the occupied dwelling units in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of occupied dwelling units in the Project for the prior calendar year, calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Low Income Rental Percentage}$$

Low Income Rental Percentage = Number Of Occupied Dwelling Units Which Failed To Satisfy the Low Income Rental Restrictions Divided By The Total Number Of Occupied Dwelling Units in the Project Subject to the Low Income Rental Restrictions For the Prior Calendar Year.

*For example, and by way of example only, if the Company had received \$500,000 in Infrastructure Credits, the Project contained 24 occupied dwelling units subject to The Low Income Rental Restrictions in any year and an event of default under the Restrictive Covenants had occurred due to the failure of the Company to satisfy the Low Income Rental Restrictions as to 8 occupied dwelling units in that calendar year, the Repayment Amount would be calculated as follows:*

$$\text{Low Income Rental Percentage} = 8/24 = 33.33\%$$

$$\text{Clawback Percentage} = 100\% - 33.33\% = 66.66\%$$

$$\text{Repayment Amount} = \$500,000 \times 66.66\% = \$33,330$$

All percentages will be rounded to the nearest two decimal places.

(b) The Project shall be maintained to ensure there are no significant conditions present that would threaten the safety or security of the residents. In addition, all code violations identified by the City and communicated in writing to the Company must be promptly addressed. The Company's failure to meet each of these conditions and provide the annual certifications required in the Credit Certificate (as defined below) shall cause the Company to forego and have no entitlement to the annual Infrastructure Credit due in that particular tax year.

(c) The Company shall, within 60 days of its receipt of the Annual Bill, prepare and return the Credit Certificate, attached hereto as Exhibit C ("Credit Certificate") certifying that (i) the Company satisfied the Low Income Rental Restrictions or certifying that an event of default occurred under the Restrictive Covenants due to the Company's failure to satisfy the Low Income Rental Restrictions, (ii) there are no conditions present at the Project that pose a threat to the safety and security of the residents and (iii) all Code Violations have been addressed (which shall be supported by documentation from the City). The Credit Certificate shall calculate and set forth the Repayment Amount for the prior calendar year, if any, and the Company shall remit the Repayment Amount along with the Credit Certificate. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that South Carolina law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of this Agreement.

**Section 2.4. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

**Section 2.5 Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**Section 2.6. Termination Upon Receipt of Statutory Exemption.** If the South Carolina law provides that the Project qualifies for an exemption under South Carolina law, the Company shall be required to diligently pursue such exemption. This Agreement shall automatically terminate if the Project is determined to be exempt from ad valorem property taxes under South Carolina law.

**ARTICLE III  
DEFAULTS AND REMEDIES**

**Section 3.1. *Events of Default.*** The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) An abandonment or closure of the Project; For purposes of this Agreement, “abandonment or closure of the Project” means [to be tailored to nature of Project];

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) If there shall be two successive years in which the Company fails to certify in the Credit Certificate that (i) it has fully complied with the Low Income Rental Restrictions, (ii) there are no conditions present at the Project that pose a threat to the safety and security of the residents and (iii) all Code Violations have been addressed (which shall be supported by documentation from the City);

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 3.2. *Remedies on Default.***

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. *Reimbursement of Legal Fees and Other Expenses.*** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. *Remedies Not Exclusive.*** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. *Nonwaiver.*** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE IV MISCELLANEOUS**

**Section 4.1. *Examination of Records; Confidentiality.***

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. *Assignment.*** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.



**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company, any of its lenders or its investors for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its



approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. Entire Agreement.** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

**Section 4.10 Agreement to Sign Other Documents.** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. Agreement's Construction.** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. Applicable Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. Counterparts.** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

*(SEAL)*  
ATTEST:

\_\_\_\_\_  
Clerk to Council, Richland County Council

*[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]*

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

**GABLE OAKS HOUSING ASSOCIATES LP**

□

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

Name: □

Its: □

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

□

**EXHIBIT B**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

The Company is entitled to an Infrastructure Credit equal to 90% of the annual Fee Payment due with respect to the Project for a period of 45 years commencing with the first Fee Payment due with respect to the Project.

EXHIBIT C

FORM OF CREDIT CERTIFICATE

Reference is made to that certain Infrastructure Credit Agreement effective as of \_\_\_\_\_, 2020 ("*Credit Agreement*"), by and among Richland County, South Carolina ("*County*"), and Gable Oaks Housing Associates LP ("*Company*"). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County. The Company has received from the County the Annual Bill for tax year [YEAR].

In accordance with the terms of the Credit Agreement, the undersigned authorized agent of the Company certifies as follows for the tax year [YEAR]:

1. The Project contains [] units that are subject to the Low Income Rental Restrictions and [] of those units currently satisfy the Low Income Rental Restrictions.
2. There are no conditions present at the Project that pose a threat to the safety and security of the residents.
3. All Code Violations have been addressed (see attached supporting documentation from the City);

Note: If the Company is unable to certify as to BOTH 2 and 3, the Company shall not be entitled to any Infrastructure Credits for tax year [YEAR].

4. Because the Company fully complied with the Low Income Rental Restrictions, it is entitled to receive \$ \_\_\_\_\_ in Infrastructure Credits, which is the amount equal to 90% of the Company's fee in lieu of tax liability in tax year [YEAR] of \$ \_\_\_\_\_.

or

5. Because the Company did not comply with the Low Income Rental Restrictions, it shall pay the Repayment Amount shall be calculated as follows:

$$\begin{aligned} \text{Low Income Rental Percentage} &= \underline{\hspace{2cm}} \\ \text{Clawback Percentage} &= 100\% - \% \underline{\hspace{2cm}} \\ \text{Repayment Amount} &= \$ \underline{\hspace{2cm}} \times \underline{\hspace{2cm}} \% = \$ \underline{\hspace{2cm}} \end{aligned}$$

6. For tax year [YEAR], the Company is remitting the Repayment Amount equal to \$ \_\_\_\_\_ along with this Credit Certificate.

Should the County have a genuine dispute as to the validity or accuracy of the Repayment Amount calculations set forth in this Credit Certificate, the Company agrees to pay County's costs and fees, including its attorneys' fees and costs, associated with the certification, calculation, or adjustment of the Instructure Credits.

Submitted this \_\_\_ day of \_\_\_\_\_.

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



## Richland County Council Request for Action

**Subject:**

Approving the transfer of certain real property located in Richland County, the granting of certain options and other matters related thereto

**Notes:**

First Reading: November 10, 2020 {Tentative}

Second Reading:

Third Reading:

Public Hearing:

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

**APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY  
LOCATED IN RICHLAND COUNTY, THE GRANTING OF CERTAIN  
OPTIONS AND OTHER MATTERS RELATED THERETO.**

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized to enter into contracts and to transact its real property;

WHEREAS, the County owns certain property on Farrow Road as more particularly identified by TMS No. 17600-01-033 (“Property”) and has identified the Property as property the County desires to sell to further the economic development of the County; and

WHEREAS, Collett Properties, Inc. (“Collett”) proposes to make an investment in the County at the Property and has made an offer to purchase the Property from the County ;

WHEREAS, the County desires to enter into an Agreement of Sale, Option and Right of First Offer with Collett (“Agreement”), the form of which is attached as Exhibit A to set forth the terms and conditions of the sale of a portion of the Property by the County to the Purchaser and the granting of an option and right of first offer with respect to the remainder of the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

**Section 1. Findings.** County Council determines that the sale of the Property is a proper governmental and public purposes and is anticipated to benefit the general public welfare of the County.

**Section 2. Approval of Sale and Option of Property.** County Council approves the sale and option of the Property by the County as more fully set forth in the Agreement and authorizes the County Council Chair, the County Administrator, and the Director of Economic Development, as appropriate, to execute and deliver those documents that may be reasonably necessary to accomplish the sale or optioning of the Property as set forth in the Agreement. Any actions taken in the name of the County prior to the effective date of this Ordinance with respect to the purchase of the Property are expressly ratified and confirmed.

**Section 3. Approval of Agreement.** County Council approves and ratifies the negotiation, preparation, execution and delivery of the Agreement, the form, terms and provisions of which shall be finally approved by the County Council Chair, the County Administrator or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County. The execution of the Agreement by any of the foregoing shall be conclusive evidence of approval of the final form of the Agreement.

**Section 4. Further Acts.** County Council authorizes the County Council Chair, the County Administrator, or the Director of Economic Development, as appropriate, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

**Section 5. Savings Clause.** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. Effectiveness.** This Ordinance is effective after third reading and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: November 10, 2020  
Second Reading:  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**FORM OF AGREEMENT**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )

**AGREEMENT OF SALE, OPTION AND  
RIGHT OF FIRST OFFER**

THIS AGREEMENT OF SALE, OPTION AND RIGHT OF FIRST OFFER (the “*Agreement*”) is made and entered into as of the \_\_\_\_ day of September, 2020 (“*Effective Date*”), by and between **RICHLAND COUNTY, SOUTH CAROLINA** (“*Seller*”) and **COLLETT PROPERTIES, INC.** (“*Buyer*”).

**WITNESSETH:**

1. Agreement to Sell and Purchase, Grant of Option and Right of First Refusal. For and in consideration of the Earnest Money (as defined below) paid by Buyer to Escrow Agent (as defined below), the mutual covenants and agreements contained herein, including without limitation payment of the Purchase Price at the Closing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to (i) sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the Property (as defined below), (ii) grant to Buyer the Option (as defined below) on the Phase II Property (as defined below), subject to all terms and conditions set forth herein, and (iii) grant to Buyer the ROFO (as defined below) on the Phase III Property (as defined below), subject to all terms and conditions set forth herein.

2. Property. The property subject to this Agreement, all located on Farrow Road in Richland County, South Carolina known as Parcel #R17600-01-33 and more particularly shown on Exhibit A attached hereto and made a part hereof, is as follows, with each parcel of property including all improvements, plants, shrubs and trees located on such parcel, and being together with all rights, easements and appurtenances thereunto belonging to such parcel:

a. Agreement to Sell and Purchase – Property. The parcel subject to the agreement to sell and buy is that certain parcel designated as “*Phase I*” containing **17.30 acres** on Exhibit A (the “*Property*”).

b. Option – Phase II Property. The parcel subject to the Option (as defined below) is that certain parcel designated as “*Phase II*” containing **26.29 acres** on Exhibit A (the “*Phase II Property*”).

c. ROFO – Phase III Property. The parcel subject to the ROFO (as defined below) is that certain parcel designated as “*Phase III*” containing **24.62 acres** on Exhibit A (the “*Phase III Property*”).

3. Earnest Money. Within five (5) days of the Effective Date, Buyer shall deliver to Chicago Title Insurance Company (“*Escrow Agent*”) the sum of Fifteen Thousand Dollars (\$15,000.00) (“*Earnest Money*”). If the Earnest Money is deposited into an interest-bearing account at the direction of Buyer, all interest shall accrue to the benefit of Buyer. At Closing, the Earnest Money shall be credited against the Purchase Price and disbursed to Seller. All other matters relating to the escrow of the Earnest Money shall be governed by Section 36 herein.

4. Purchase Price; Method of Payment. The purchase price for the Property, hereinafter called the “*Purchase Price*”, shall be Three Hundred Thousand and 00/100 Dollars (\$300,000.00). Subject to any adjustments provided for herein, Buyer shall pay at Closing (as defined below) the balance of the

Purchase Price remaining after application of the Earnest Money and any applicable prorations by certified, cashier's or wired funds.

5. Closing. Provided that Buyer has not terminated this Agreement prior to the end of the Inspection Period (as defined below), the closing of the purchase and sale of the Property ("**Closing**") will be held via an escrow (the "**Escrow**") facilitated by Escrow Agent on any date selected by Buyer ("**Closing Date**") which is on or before that date which is thirty (30) days following the end of the Inspection Period. Notwithstanding the foregoing, if the date that is thirty (30) days after the last day of the Inspection Period is not a business day, the Closing Date, unless otherwise mutually agreed by the parties, will be extended to the next business day. Further, the Closing Date may be further extended to accommodate any period specified in Section 7 or Section 8 with respect to Title Objections or Survey Objections.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree, with respect to the Purchase Price:

(a) All city, state and county real estate taxes, ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Seller shall be exclusively responsible for the payment of any rollback taxes applicable to the Property, if any. In the event Impositions are not applicable to the Property on the date of Closing, no proration shall be applicable. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Buyer shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Seller shall deliver to Buyer the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Buyer may, at Buyer's expense and prior to the end of the Inspection Period, examine the title to the Property and shall give Seller written notice of any objections which Buyer reasonably determines would impact the intended development of the Property (each a "**Title Objection**"), and Seller shall, within ten (10) days after receipt of such Title Objection, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, then, at the option of Buyer, Buyer may, as its sole and exclusive remedies: (1) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (2) extend the period of time in which Seller has to cure the Title Objections, for a period not to exceed thirty (30) days, with the Closing Date extended for a corresponding period, until Seller has satisfied such Title Objection and Seller agrees to use its best efforts to satisfy any such Title Objection; or (3) waive the Title Objection. At any time prior to the Closing Date, Buyer may update title

to the Property, and if any matters of title have arisen since the date of the Buyer's initial title examination, Buyer shall give written notice to Seller of the same, and the same provisions shall apply with respect to the obligations of Seller and Buyer's rights and remedies in the event that Seller does not cure the Title Objections. If Buyer fails to give notice of its election to terminate this Agreement as a result of any Title Objection or any Survey Objection within ten (10) days of Seller's failure or refusal to cure any Title Objection or Survey Objection, for any reason whatsoever, Buyer's right to terminate this Agreement under this Section 7 or under Section 8 of this Agreement shall expire and any Title Objections (excluding Monetary Encumbrances as defined below) and Survey Objections shall be deemed to be "**Permitted Exceptions**". Moreover, any matter disclosed on title or the Survey (or any update of either obtained by Buyer) to which Buyer does not timely raise a Title Objection (excluding Monetary Encumbrances) or a Survey Objection or which are approved by Buyer, and any Title Objection and/or Survey Objection that is waived or deemed to have been waived by Buyer, shall be deemed to be a "**Permitted Exception**".

(b) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an encumbrance on title to the Property (the "**Monetary Encumbrances**") (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Buyer) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Seller to the satisfaction of the Buyer and Escrow Agent (in its capacity as title insurer).

(c) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Seller shall not mortgage or otherwise encumber the Property, or take any action or permit any happening that would interfere with the transaction contemplated by this Agreement, including granting or imposing any timber rights or deeds, clearing of timber, easements, warranty, conditions or restrictions with respect to the Property without obtaining Buyer's consent, which shall be granted or withheld in Buyer's discretion.

#### 8. Survey.

(a) Buyer shall, at its cost and expense, obtain a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina and deliver a copy thereof to Seller promptly after receipt, and in no event later than fifteen (15) days prior to expiration of the Inspection Period. Such survey shall be signed and certified by the surveyor. Subject to Seller's approval of the Survey, the Survey shall be recorded in the real estate records of Richland County, South Carolina, and the legal description of the Property set forth in the limited warranty deed to be delivered by Seller at Closing shall be based upon and shall conform to the Survey.

(b) Buyer shall, prior to the end of the Inspection Period, give Seller written notice pursuant to this Agreement if Buyer objects to a specific matter which affects Buyer's intended development of the Property as shown on said Survey (each a "**Survey Objection**"), and Seller shall, within ten (10) days after Buyer has received notice, elect by written notice to Buyer to either (i) at Seller's sole cost and expense, take such actions as may be necessary to correct such of said objections as Buyer specifies in said notice, or (ii) decline to correct such objections. The failure of Seller to give Buyer notice of Seller's selection shall be deemed to be an election of (ii) above. In the event Seller elects to correct less than all of such objections or elects option (ii) above, Buyer shall have ten (10) days after receipt of Seller's notice, as its sole and exclusive remedies, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Seller has elected not to correct, or (2) terminate this Agreement and receive a refund of the Earnest Money. The failure by Buyer to give Seller notice of Buyer's election shall be deemed to be an election of option (2) above.

(c) Prior to Closing, Buyer shall also, at its cost and expense, obtain (i) a survey of the Phase II Property adequate for the legal description on a recorded memorandum of the Option and (ii) a survey of the Phase III Property adequate for the legal description on a recorded memorandum of the ROFO. Such

surveys shall be subject to Seller's approval. No formal subdivision of the Phase II Property or the Phase III Property shall be affected in connection with recordation of the memorandum of the Option or the memorandum of the ROFO.

9. Investigation of the Property.

(a) Buyer shall have until one hundred eighty (180) days after the Effective Date, herein called the "***Inspection Period***", in which to examine and investigate the Property, and to determine whether the Property is suitable and satisfactory to Buyer. In the event that Buyer shall determine, in Buyer's sole and absolute judgment and discretion, that the Property is in any manner unsuitable or unsatisfactory to Buyer for any reason or no reason, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller on or before 5:00 p.m. Eastern Standard Time on the last day of the Inspection Period, in which event the full amount of the Earnest Money shall be refunded to Buyer immediately upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void except those rights and obligations that expressly survive the termination of this Agreement.

(b) Between the Effective Date hereof and the Closing Date, Buyer and Buyer's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Buyer may reasonably require to assess the condition of the Property including without limitation customary environmental inspections and subsurface soil tests; *provided, however*, that (i) Buyer shall not be entitled to conduct any environmental investigations on the Property beyond a Phase I environmental site assessment (*i.e.*, no sampling, drilling, etc.) without the prior written consent of Seller, such consent not to be unreasonably withheld provided the Phase I environmental report recommends additional testing, and (ii) such activities by or on behalf of Buyer shall not damage the Property and shall not materially interfere with Seller's normal ownership activities conducted on or from the Property. Buyer hereby agrees to repair any damage to the Property resulting from or in connection with, and to restore the Property to as close to its original condition as is practicable following the exercise of Buyer's rights under this Agreement, which obligation shall survive the termination of this Agreement.

(c) Prior to the Effective Date, Seller delivered to Buyer certain documents and information with respect to the Property (collectively, and together with all other items delivered from Seller to Buyer, the "***Seller Deliveries***"). Seller makes no representation or warranty as to the accuracy or completeness of any of the Seller Deliveries, and Buyer acknowledges and agrees that all of the Seller Deliveries are provided to Buyer as a convenience only and that any reliance on or use of the Seller Deliveries shall be at the sole risk of Buyer.

(d) Buyer hereby agrees to reimburse Seller for all actual and direct claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Seller by reason of the Buyer's exercise of the rights, duties and privileges granted to Buyer in this Section; provided, however, in no event shall Buyer be liable for any pre-existing environmental conditions within the Property revealed by its investigations. The obligations of Buyer contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case, for a period of one (1) year, and shall not be subject to the liquidated damage provisions of Section 13 hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:



(a) Subject to payment of the Purchase Price, Seller shall deliver to Buyer via the Escrow the following documents and instruments, duly executed by or on behalf of Seller: (i) limited warranty deed, in recordable form, conveying the Property (the "*Deed*"); (ii) an Owner's Affidavit or similar certificate, in form and substance reasonably acceptable to Escrow Agent (in its capacity as title insurer), with respect to the Property; (iii) a certificate of Seller stating that Seller is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Escrow Agent (in its capacity as title insurer) as a condition to insuring Buyer's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Seller is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina; and (vi) an affidavit in form and content acceptable to Buyer and Buyer's title insurance company that the Property does not constitute a majority of the assets of Seller.

(b) Buyer shall deliver to Seller via the Escrow the following funds, documents and instruments, duly executed on behalf of Buyer: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Seller that Buyer has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

#### 11. Costs of Closing.

(a) Seller shall pay Seller's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, one-half of all escrow fees and closing costs charged by the Escrow Agent, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Buyer shall pay its attorney fees, the costs associated with any financing obtained by Buyer, Buyer's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Buyer insuring Buyer's title to the Property pursuant to Section 6(b) hereof, the cost of the Survey, one-half of all escrow fees and closing costs charged by the Escrow Agent, and the recording costs associated with the recording of the Seller's deed to Buyer.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

#### 12. Possession at Closing. Seller shall surrender possession of the Property to Buyer at Closing.

#### 13. Warranties, Representations, Additional Covenants of Seller and Buyer.

(a) In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows as of the Effective Date:

(i) That this Agreement has been duly authorized and executed on behalf of Seller and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(ii) There are no actions, suits or proceedings pending or, to Seller's actual knowledge without any duty to investigate, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there

are no pending or, to Seller's actual knowledge without any duty to investigate, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iii) That to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, the title commitment or the Survey, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for utilities.

(iv) Seller has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found in violation of Environmental Law (defined below), and, to Seller's actual knowledge without any duty to investigate, except as may be disclosed in the Seller Deliveries, no hazardous substances or wastes have been generated, disposed of, released or found on the Property in violation of Environmental Law. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes (collectively, "*Environmental Law*"). In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(v) Seller has not received any written notice from any municipal, county, state or other governmental authority, and has no actual knowledge without any duty to investigate, of any violations of any statutes, codes, ordinances, rules or regulations with respect to the Property.

(vi) Seller has received no written notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no actual knowledge without duty to investigate of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to Closing, Seller promptly shall notify Buyer thereof.

(vii) Seller has entered into no agreement or lease, oral or written, that will be binding upon Buyer or the Property, and there are no tenants or other persons or entities on the Property claiming through Seller which will have a right of possession beyond the date of Closing.

(b) Any reference to "Seller's actual knowledge" above shall be limited to the actual knowledge, without duty of investigation of Jeff Ruble, as the Director of Economic Development for Richland County, *provided however*, the foregoing representations and warranties are given by Seller only and not any individual. The obligation of Buyer that arises to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Seller in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date (with Seller's delivery of the Deed being deemed certification that all representations and warranties are true in all material respects as of the Closing Date), and Seller having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Seller is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Seller default hereunder entitling Buyer to any remedies available pursuant to Section 15(b) herein.

(c) In order to induce Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows as of the Effective Date:

(ii) That this Agreement has been duly authorized and executed on behalf of Buyer and constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or, to Buyer's actual knowledge without any duty to investigate, threatened against, by or affecting Buyer which question the validity or enforceability of this Agreement or of any action taken by Buyer under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) That the execution and delivery of the documents and instruments to be executed and delivered by Buyer on the Closing Date, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, to the best of Buyer's knowledge, will not violate any contract, agreement or other instrument to which Buyer is a party, or any law, judicial order or judgment of any nature by which Buyer is bound.

(d) The obligation of Seller that arises to sell the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Buyer in this Agreement being true in all material respects as of the date of this Agreement and as of the Closing Date, and Buyer having performed all covenants and obligations and complied with all conditions required of it by this Agreement. In the event any representation or warranty of Buyer is untrue in any material respect as of the date of this Agreement or on the Closing Date, such event shall be deemed a Buyer default hereunder entitling Seller to any remedies available pursuant to Section 15(a) herein

14. Disclaimer; AS IS. Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, it is understood and agreed that Seller is not making and has not at any time made any representations or warranties of any kind or character, expressed or implied, as to habitability, merchantability, or fitness for a particular purpose (other than the limited warranty of title to be set forth in the deed). Subject to the express representations and warranties of Seller set forth in this Agreement and the Deed, Buyer acknowledges and agrees that upon closing, Seller shall sell and convey to Buyer and buyer shall accept the property "AS IS, WHERE IS, WITH ALL FAULTS". Upon closing, Buyer shall assume the risk that adverse matters, including but not limited to, all manner of defects and adverse physical conditions, may not have been revealed by Buyer's investigations, and Buyer, upon closing, except in connection with any express representations and warranties of Seller made in this Agreement, shall be deemed to have waived, relinquished and released Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, known or unknown, which Buyer might have asserted or alleged against Seller (and Seller's members, managers, officers, directors, shareholders, employees and agents) at any time by reason of or arising out of any latent or patent defects, physical conditions, violations of any applicable laws or any and all other acts, omissions, events, circumstances or matters regarding the Property. Except as otherwise expressly provided in this Agreement, Buyer's acceptance of the Deed shall be deemed a discharge of all of the obligations of Seller hereunder and all of Seller's representations, warranties, covenants and agreements in this Agreement shall merge in the deed executed at the Closing and shall not survive the Closing, except and to the extent that, pursuant to the express provisions of this Agreement, any of such representations, warranties, covenants or agreements are to survive the Closing. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property reflects that the Property is being sold subject to the provisions of this Section, and Seller and Buyer agree that the provisions of this Section shall survive Closing.

15. Remedies

(a) Provided that Seller is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement and such default is not cured within ten (10) days after written notice by Seller to Buyer specifying the default (except for Buyer's obligation to close timely, or to timely deliver the documents and/or funds required to be delivered by Buyer under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Seller may terminate this Agreement by written notice to Buyer, in which event the Earnest Money shall be retained by Seller as full liquidated damages for such default, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof). The parties acknowledge that Seller's actual damages in the event of a default by Buyer under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Buyer under this Agreement, and Seller hereby waives and releases any right to sue Buyer, and hereby covenants not to sue Buyer, for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages.

(b) Provided that Buyer is not in default under this Agreement, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, and such default is not cured within ten (10) days after written notice by Buyer to Seller specifying the default (except for Seller's obligation to close timely, or to timely deliver the documents required to be delivered by Seller under Section 10 of this Agreement, for which there shall be no notice and cure opportunity), then Buyer shall be entitled, as its sole and exclusive remedies hereunder, to either (i) terminate this Agreement by giving written notice of strict termination to Seller whereupon the Earnest Money shall be returned to Buyer, Seller shall reimburse Buyer all of Buyer's out-of-pocket expenses incurred in connection with this Agreement and Buyer's intended acquisition and development of the Property (such reimbursement in no event to exceed \$25,000), and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof), or (ii) seek specific performance of this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative or consequential damages. Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before the date that is 60 days following the date upon which the Closing was to have occurred.

16. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Buyer shall have the right at Buyer's option, to terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not so terminate this Agreement, Seller shall assign to Buyer at Closing all rights of Seller in and to any awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Buyer of eminent domain proceedings within five (5) days after Seller learns thereof.

17. Assignment. Other than assignment to an affiliate of Buyer including a newly formed entity of which a majority is owned by partners of Buyer, this Agreement may not be assigned by Buyer without prior written consent of Seller. This Agreement shall not be assigned by Seller.

18. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

19. Brokers. Seller warrants and represents to the Buyer that Seller shall be responsible for payment of all brokerage commissions or fees payable to **Colliers International** and shall indemnify Buyer from and against any claims made by such party. Other than Colliers International, each party represents and warrants to the other that it has not dealt with any other real estate brokers who may claim a fee or commission in connection with the transactions contemplated hereby as a result of such party's acts, and each party agrees to indemnify and hold the other harmless against any such claim made by any broker claiming by, through or under such party. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

20. Survival. Subject to the terms of Sections 30, 31 and 32 herein, all of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date for one (1) year.

21. Modification. This Agreement supersedes all prior discussions and agreements between Buyer and Seller with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Buyer and Seller with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer.

22. Applicable Law; Waiver of Jury Trial. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

23. Time. Time is and shall be of the essence of this Agreement.

24. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

25. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

26. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Buyer: Collett Properties, Inc.  
1111 Metropolitan Ave., Suite 700  
Charlotte, NC 28204  
Attn: Teddy Hull

With a copy to: Collett Properties, Inc.  
1111 Metropolitan Ave., Suite 700  
Charlotte, NC 28204  
Attn: Michael E. Robbe, Esq.

Seller: Richland County, South Carolina  
2020 Hampton Street  
Columbia, South Carolina 29201  
Attn: County Administrator  
Phone: 803.576.2054

Richland County, South Carolina  
Economic Development Office  
1201 Main Street, Suite 1110  
Columbia, South Carolina 29201  
Attn: Jeff Ruble

With a copy to: Parker Poe Adams & Bernstein LLP  
1221 Main Street, Suite 1100  
Columbia, South Carolina 29201  
Attn: Ray Jones  
Phone 803.255.8000

27. Unified Transaction. Notwithstanding anything else set forth herein that might appear to be to the contrary, under no circumstances whatsoever may either Seller or Buyer compel the other to consummate the transactions described herein with respect to less than all of the Property. Seller and Buyer hereby acknowledge and agree that this Agreement is not intended to have any conditions or other provisions that would permit either party to partially terminate this Agreement with respect to only part of the Property. Accordingly, either all of the Property or none of the Property must be transferred at the Closing.

28. Counterparts, Separate Signature Pages and Electronic Signatures. This Agreement may be executed in several counterparts and by separate signature pages, each of which may be deemed an original, and all such counterparts and separate signature pages together shall constitute one and the same Agreement. Furthermore, executed counterparts of this Agreement may be delivered by facsimile or other reliable electronic means (including emails of pdf documents), and such facsimile or other electronic transmission shall be valid and binding for all purposes.

29. General Agreements. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller, Buyer and/or the Escrow Agent falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term "business day" means a day that is not a Saturday, Sunday or federal legal holiday.

30. Option – Phase II Property. For a period of three (3) years from the date of Closing (the "**Option Period**"), but subject to the Option/ROFO Exception as set forth in Section 32 below, Buyer shall have an option (the "**Option**") to purchase the Phase II Property at a purchase price of \$25,000 per acre or such other reduced per acre price as mutually agreed upon by Buyer and Seller. At any time during the Option Period, Buyer may provide written notice to Seller of its election to exercise the Option (the "**Exercise**"). If Buyer delivers the Exercise, the parties shall enter into a purchase agreement generally

consistent with the terms of this Agreement, *provided however*, the inspection period under said purchase agreement shall be restated to be one hundred twenty (120) days.

31. ROFO – Phase III Property. For a period of five (5) years from the date of Closing, but subject to the Option/ROFO Exception as set forth in Section 32 below, Buyer shall have a right of first offer (the “**ROFO**”) with respect to the Phase III Property. Prior to offering the Phase III Property for sale to any third party or responding to a third party offer to purchase the Phase III Property, Seller shall first offer to sell the Phase III Property to Buyer at what Seller deems to be then-current market terms and conditions, with such offer made in writing (the “**ROFO Offer**” with such terms and conditions set forth in the ROFO Offer, the “**ROFO Proposal**”). Following Buyer’s receipt of the ROFO Offer, the parties shall negotiate in good faith to finalize a contract of sale for the Phase III Property. In the event the parties have not executed a contract of sale for the Phase III Property within forty-five (45) days after the date of Buyer’s receipt of the ROFO Offer, Seller may market the Phase III Property to third party purchasers, and may sell the Phase III Property to any third party purchaser as long as the terms of such sale are not more favorable than those set forth in the ROFO Offer, *provided however*, in the event that Seller agrees to terms to sell the Phase III Property to a third party purchaser and one of the specific terms of such agreement is more favorable than a specific term set forth in the ROFO Offer, Seller must offer Buyer in writing the option of purchasing the Phase III Property at the same terms agreed to by the third party purchaser (an “**Updated ROFO Proposal**”), and Buyer shall have a period of ten (10) business days from the date of receipt of such offer to accept such Updated ROFO Proposal. Failure of Buyer to accept in writing within such 10-business day period shall be deemed rejection, and Seller may proceed to sell the Phase III Property to such third party purchaser on the terms set forth in the Updated ROFO Proposal.

32. Option/ROFO Exception. Notwithstanding the rights set forth above with respect to the Option and the ROFO, Seller may at any time sell the Phase II Property or Phase III Property to a manufacturing or warehouse distribution end user for the self-development and operation of such property without such sale being subject to either the Option or the ROFO (the “**Option/ROFO Exception**”). Buyer agrees at the closing of any such sale under the Option/ROFO Exception to release any written memorandum of the Option or ROFO, as applicable.

33. Memorandum. Upon the request of Buyer, Seller shall execute a memorandum of the Option and ROFO for the purpose of recording.

34. Subdivision. In the event a subdivision is required pursuant to applicable law in connection with the conveyance of the Property to Buyer, Seller shall use good faith, diligent efforts to cause the Property to be properly subdivided in compliance with such applicable law, and it shall be a condition precedent to Buyer’s obligations to close the transaction contemplated in this Agreement that all necessary approvals respecting such subdivision shall be obtained and shall be final and non-appealable prior to or as of the Closing. In the event this condition is not satisfied prior to Closing after Seller’s good faith, diligent efforts to so comply, Buyer shall be entitled to terminate this Agreement by giving written notice thereof to Seller whereupon the Earnest Money shall be returned to Buyer, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder (except for those rights and obligations that expressly survive termination hereof).

35. Operation of Property Pending Closing. Pending the Closing, Seller shall operate the Property in the normal course of business, in accordance with all existing standards, practices and procedures (including, without limitation, the maintenance of Seller’s property insurance), and shall maintain the Property in good condition and repair. From and after the Effective Date, Seller shall not encumber the Property in any manner or enter into new leases or amend, renew or make modifications to existing leases without the prior written consent of Buyer. In addition, Seller shall not, from and after the Effective Date, enter into any new contracts

that remain in effect beyond the Closing Date and/or include any termination fee incurred or to be incurred by Buyer without first obtaining Buyer's written consent

36. Escrow of Earnest Money. The Earnest Money shall be held in escrow (the "EM Escrow") by Escrow Agent subject to the terms and provisions of this Agreement. If the EM Escrow shall be terminated by the mutual agreement of Seller and Buyer or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid or if a dispute should develop between Seller and Buyer concerning to whom the Earnest Money should be paid, then in any such event, the Escrow Agent shall pay the same in accordance with the joint written instructions of Seller and Buyer. In the event that such written instructions shall not be received by the Escrow Agent within ten (10) days after the Escrow Agent shall have served written requests for instructions upon Seller and Buyer, the said Escrow Agent shall have the right to pay all or any portion of the Earnest Money into any state or federal court located in Richland County, South Carolina and interplead Seller and Buyer in respect thereof, and thereafter the Escrow Agent shall be discharged of any obligations in connection with the Earnest Money. If costs and expenses (including attorneys' fees) are incurred by the Escrow Agent because of litigation or dispute between Seller and Buyer arising out of the holding of said funds, the non-prevailing party (i.e., either Seller or Buyer) shall pay the Escrow Agent such reasonable costs and expenses incurred. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding or investment of the Earnest Money held in EM Escrow pursuant hereto except for negligence or willful misconduct; that the Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this EM Escrow; and that in the event of any dispute under this EM Escrow, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken in good faith in accordance with the opinion of counsel. The Escrow Agent's address for purposes of mailing or delivery of documents and notices is as follows:

Chicago Title Insurance Company  
Attn: Scott Mansfield  
200 Tryon Street, Suite 800  
Charlotte, NC 28244  
E-mail: scott.mansfield@ctt.com  
Direct: (704) 319-7097

Provisions with respect to notices as otherwise set forth in this Agreement shall apply with respect to matters pertaining to this EM Escrow

*Signature page to follow.*



IN WITNESS WHEREOF, the Seller has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

**SELLER:**

**Richland County, South Carolina**

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

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

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

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that \_\_\_\_\_, as \_\_\_\_\_ of **Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,  
this the \_\_\_\_ day of September, 2020.


\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be executed by its duly authorized officer effective as of the Effective Date set forth above.

**SELLER:**

**COLLETT PROPERTIES, INC.**

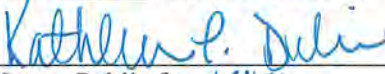
By:   
Name: John Collett  
Title: President

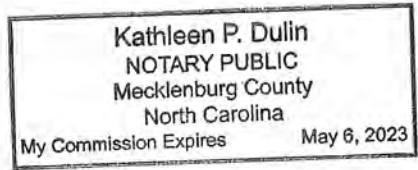
STATE OF North Carolina  
COUNTY OF Mecklenburg

**ACKNOWLEDGMENT**

I, Kathleen P. Dulin, Notary Public, certify that **John Collett, as President of COLLETT PROPERTIES, INC.**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

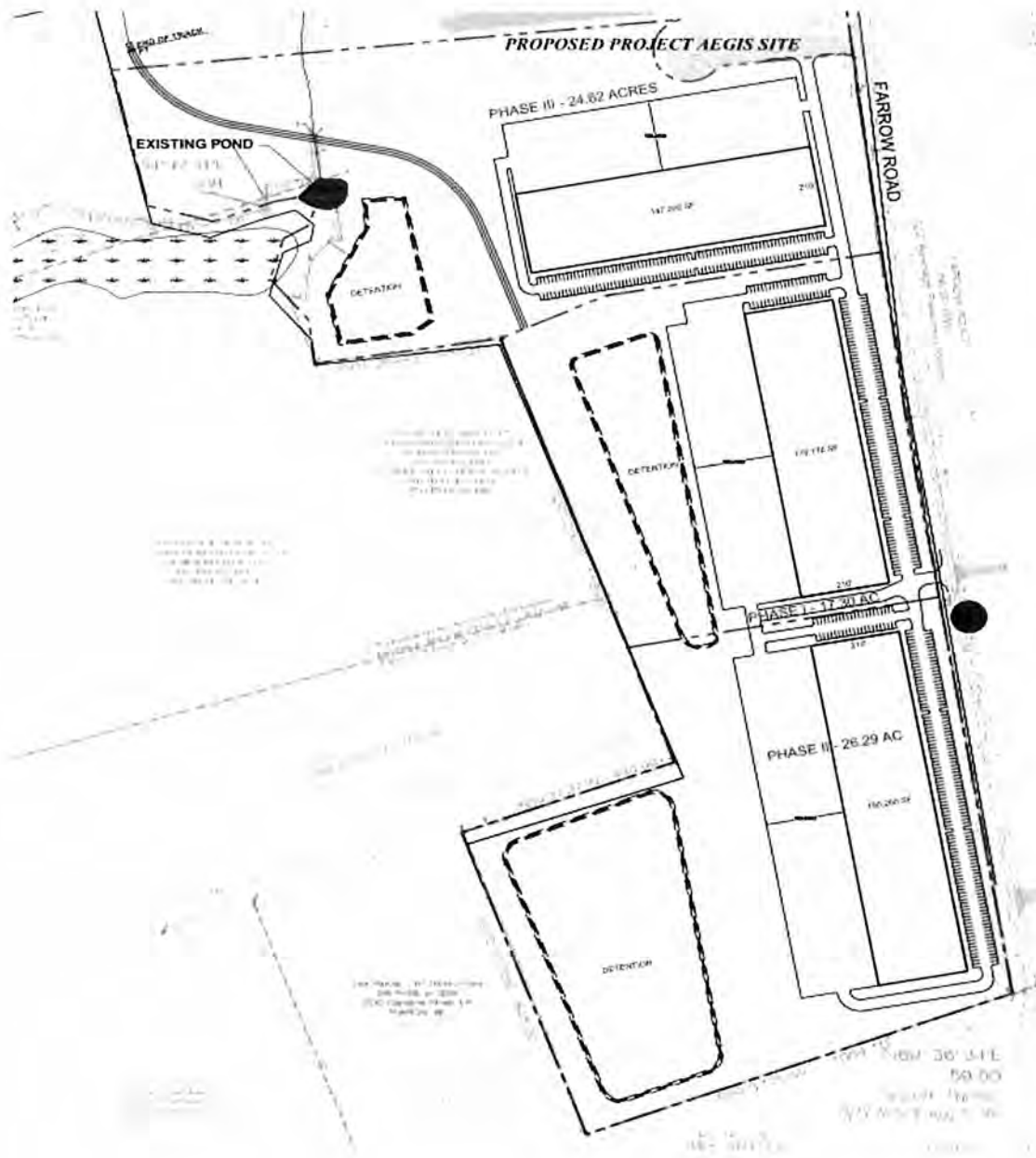
Witness my hand and official seal,  
this the 24 day of September, 2020.

  
Notary Public for North Carolina



My Commission Expires May 6, 2023

**EXHIBIT "A"**





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

**Applicant MUST reside in Richland County.**

Name: Roger Leaks, Jr.

Home Address: 4519 Robney Drive , Columbia, SC 29209

Telephone: (home) 803 776-6835 (work) 803 414-4175

Office Address: N/A (Retired)

Email Address: Rogerleaks@outlook.com

Educational Background: College plus 18 hours, US Army Command and General Staff College

Professional Background: School teacher, (Ret) Army Colonel, Corp employee & sm bus owner

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Central Midlands Regional Transit Authority (COMET)

Reason for interest: to continue growing the COMET, through knowledge, expertise & dedication

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Leadership, experience, knowledge and dedication. I know the system, personnel, riders, expectations and how to deliver services and protect resources.

Presently serve on any County Committee, Board or Commission? The COMET Board

Any other information you wish to give? Currently, Board Chair; Chair, Covid-19 Ad Hoc Cmte.

Recommended by Council Member(s): Paul Livingston ;

Hours willing to commit each month: Total hours needed to accomplish the mission

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Roger Leaks, Jr.  
Applicant's Signature

21 September 2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>10/2/2020</u>	Received by: <u>Tamar Black</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

**Applicant MUST reside in Richland County.**

Name: Shawn V. Keith  
Home Address: 1108 Walden Place Dr. Elgin (Richland County)  
Telephone: (home) 803 767 3547 (work) \_\_\_\_\_  
Office Address: SAME AS ABOVE  
Email Address: ski87@yahoo.com  
Educational Background: MA Management  
Professional Background: Director level positions in HUMAN SERVICES ORGS  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Central Midlands Regional Transit Authority  
Reason for interest: Passion to help public transit succeed.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Leadership, collaboration, team player, visionary  
motivator, creativity, program implementation

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Resume upon request

Recommended by Council Member(s): No

Hours willing to commit each month: As needed

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SKC  
Applicant's Signature

6/1/2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>6-4 2020</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved 471 of 612 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



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

**Applicant MUST reside in Richland County.**

Name: GARY W. HOPPER

Home Address: 1809 NUNAMAKER DR. COLUMBIA, S.C. 29210

Telephone: (Cell) 803-528-1347 (work) \_\_\_\_\_

Office Address: N/A

Email Address: Popdude46@yahoo.com

Educational Background: High School

Professional Background: BUS DRIVER

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY

Reason for interest: NO BUS DRIVERS ON BOARD

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

29 YEARS DRIVING CITY BUS IN COLUMBIA

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Joyce Dickerson

Hours willing to commit each month: ANY

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Gay W. Heppner  
Applicant's Signature

3 June 2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>6-4-2020</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 473 of 612	<input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

**Applicant MUST reside in Richland County.**

Name: Mr. Lynn A. Jackson

Home Address: 137 Mayzola Road Elgin, SC 29045

Telephone: (home) (803) 552-7765 (work) (803) 385-6334

Office Address: 109 Hinton Street Chester, SC 29706

Email Address: Lynn Jackson 2010 @ Yahoo.com

Educational Background: M.Ed. from Clemson Univ. / B.S. from Benedict College

Professional Background: 18 years as a teacher, coach and administrator

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: CMRTA (Central Midlands Regional Transit Auth.)

Reason for interest: To further the goals and objectives of Richland County to provide more harmony

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have served on various boards for fatherhood and my fraternity. Also, involved in my church and civic groups.

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? "See attached"

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 10+ plus

**CONFLICT OF INTEREST POLICY**

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes  \_\_\_\_\_ No \_\_\_\_\_ *2009-Bigamy in N.C.*

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: N/A

*Thom A. Jackson*  
Applicant's Signature

6-10-2020  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>6-16-2020</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

## Lynn Jackson

137 Mayzola Road Elgin, South Carolina 29045 Contact # 803-552-7765  
Permanent Resident of the USA  
[LynnJackson2010@Yahoo.com](mailto:LynnJackson2010@Yahoo.com)

### OBJECTIVE

To obtain a challenging position as an administrator or teacher in the educational field.

### BRIEF PROFILE

- A educational Specialist with research & analytical skills, capable of interacting at all levels to devise innovative solutions in an educational & industrial setting
- 18 years experience in educational field leading and developing students prepared for the future.
- 6 years experience in food safety with regards industrial environment
- 6 years experience in diverse arenas of food research such as meat science and food safety
- Rational, methodical and systematic work execution skills acquired via independent project work
- Future career plans include providing leadership training and projects in conjunction with public and private corporations

### EDUCATION

#### CLEMSON UNIVERSITY

Clemson, SC

#### Masters of Education

August 1996 – December 1998

#### Major: Educational Administration and Supervision

GPA: 3.9/4.0

#### BENEDICT COLLEGE

Columbia, SC

#### Bachelor of Science

May 1994

#### Major: Elementary Education

GPA: 3.49

#### Newberry High School

Newberry, SC

#### Diploma

June 1989

GPA: 2.65

### PROFESSIONAL EXPERIENCE

#### THE ACADEMY OF TEACHING AND LEARNING, TEACHER

CHESTER, SC

JULY 2016 - PRESENT

- Oversee curriculum delivery of math and science to 5<sup>th</sup> grade students.
- Maintain high standards of discipline in and out of the classroom.
- Help secure funds for local school through writing grants.
- Coordinate etiquette classes for 4<sup>th</sup> and 5<sup>th</sup> grade male students at school.
- Attend regularly scheduled faculty meeting
- Salary History: \$42,500 per year

#### KRAFT FOODS, INC., VALUE STREAM LEAD LINE TECH/EXPORTER/QUALITY TECH

NEWBERRY, SC

Jan. 2010 – June 2016

- Oversee operations of 2<sup>nd</sup> Shift Shipping, Blast Freezer, Dry Warehouse, and Yard drivers.
- Maintain high standards to ensure shipment of wholesome product for domestic and export loads.
- Help monitor the Hazard Analysis and Critical Control Points (HACCP) program, Sanitation Standard Operating Procedures (SSOP) for adherence within the plant
- Coordinate and conduct Export shipment paperwork adherence to USDA and Shipping regulations
- Serves as Chair of RAW Power Industrial Trucks Leadership Team
- Develop, monitor, track and analyze trends with several Key Process Indicators (KPI) including scale calibration acceptability
- Lead daily QCD meetings to educate the technicians about upcoming initiatives and areas of improvement on the Production floor
- Assists in the plant and shift preparation of yearly audits, such as, British Retail Consortium (BRC)

- Maintain communication with and among USDA management, Maintenance management, Production management, Corporate management, and Quality Systems management to address deficiencies in outbound and inbound processing
- Lead daily QCD meetings to Shipping personnel for effectiveness and conduct monthly Safety training.
- Serves as Chair of RAW Power Industrial Trucks Leadership Team
- Salary History: \$18.25 per hour

STATESVILLE HIGH SCHOOL, ASSISTANT PRINCIPAL  
NC

STATESVILLE,

JULY 2007 – JULY 2008

- Oversee area buses, custodial staff, instructional aides, maintenance, and In-School Suspension.
- Maintain high standards of discipline for all 10<sup>th</sup> and 11<sup>th</sup> grade students
- Help with teacher evaluations in areas of math and science.
- Coordinate leadership academy for 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grade students.
- Attend and help conduct regularly scheduled faculty meeting
- Salary History: \$56,500 per year

### TRAININGS ATTENDED

KRAFT FOODS – LOUIS RICH

Newberry, SC

*Green Belt Continuous Improvement in Bacon, Team Member*

January-March 2011

KRAFT FOODS HEADQUARTERS

Newberry, SC

Designed and Accredited by Kraft Corporate Quality, *Meat and Its Components*

March 2011

KRAFT UNIVERSITY-RDQ &I, FOOD SAFETY/ QUALITY CERTIFICATION PROGRAM

OCTOBER 2014

IREDELL-STATESVILLE SCHOOLS

Statesville, NC

*“Working on the Work” Certification*

November 2008

### SPECIAL SKILLS

#### Biotechnology Software Skills

- Operating system : Linux & Microsoft XP/Vista/Windows 7
- Software : Microsoft Office 2010
- Database : SAP, FORMULA, Matrics, Food Scan

Languages Known : English

### LEADERSHIP AND ACTIVITIES

- Alpha Phi Alpha, Fraternity, SC Board Member and Life Member May 1998 - Present
- Benedict College National Alumni, Life Member October 1999 - Present
- NAACP, Life Member April 2000 - Present
- National Alliance of Black School Educators, Member Sept 1994 – Aug 2007
- South Carolina Science Council, Regional Director Sept 1998 - May 2000
- Action Fatherhood, Inc., Board Member August 2002 – August 2004

### REFERENCES

Will be provided upon request.



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

**Applicant MUST reside in Richland County.**

Name: Lawson, Christopher Virgil

Home Address: 2417 Heyward Brockington Road

Telephone: (home) 803-479-1210 (work) 910-771-5739

Office Address: 627 Boyden Arbor Road, Fort Jackson, SC 29207

Email Address: lawsonchristopher26@gmail.com

Educational Background: MS-Finance, BA-Retail Management, AA-Finance

Professional Background: Transportation Officer U.S. Army Reserves/Outbound Logisitcs Ross Inc.

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Central Midlands Regional Transit Authority

Reason for interest: I want to continue to push our great city in the right direction. In addition, giving back, to my community is not only my goal, but it also my duty.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

As a logistician both in my military and civilian capacity. I have acquired the necessary skills to bring value to the CMRTA Board.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Certified (U.M.O.) Unit Movment Officer for U.S. Army

Recommended by Council Member(s): N/A

Hours willing to commit each month: As many hours as it takes to accomplish the mission.

**CONFLICT OF INTEREST POLICY**

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Christopher Lawson  
Applicant's Signature

24 June 2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>7-3-2020</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

**Applicant MUST reside in Richland County.**

Name: Tawanya Herbert

Home Address: 1118 Piney Woods Rd., Columbia, SC 29210

Telephone: (home) (404)387-0080 (work) \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: tawanya.herbert@gmail.com

Educational Background: Bachelor of Science, Iowa State University Associate of Science, Brown Mackie College

Professional Background: Licensed Insurance Professional, Certified Occupational Therapy Asst.

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: COMET Board of Directors

Reason for interest: I am confident that my ability to facilitate communication between key entities, and The COMET will benefit the community The COMET serves. Additionally, I am committed to working cooperatively to positively impact the transportation and mobility outcomes associated with The COMET and it's users.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission: 1) I am supportive, while also willing to assert my own opinion. 2) I possess a passion for stewardship to others. 3) I am innovative and forward-thinking. 4) I am diligent

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Recommended by Dr. Traci Young-Cooper

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: As many as necessary to be effective.

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_

No 

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

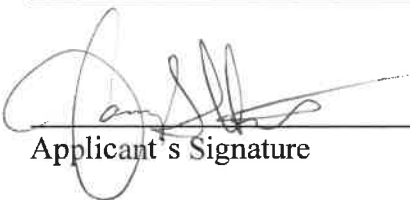
Yes \_\_\_\_\_

No 

If so, describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

8-17-20  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>8/28/20</u>	Received by: <u>Yunuo</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <small>481 of 612</small> <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

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## Tawanya Herbert

Tawanya grew up in a working class neighborhood in Columbia, SC in a very close-knit family unit. Her father, a decorated Vietnam Veteran, and her mother, a faithful caregiver, and later a career woman, both encouraged her to pursue her varied interests. After graduating from Columbia High School (SC), she attended Iowa State University on a full basketball scholarship. Tawanya earned her Bachelor of Science Degree in Exercise and Sport Science, and Community Health Education.



### Personal Statement

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*To make a positive impact on my community and the world at large through the continued acquisition of knowledge, engaging in advocacy and outreach, and by guiding others through educational, vocational and recreational opportunities and experiences.*

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Once she obtained her degree, Tawanya dedicated her time to serving others. She became an advocate for at-risk youth and low income families, with her work as a YMCA Family Program Director & Wellness/Physical Education Director. Her goal was to aid in building strong families and strong communities.

Over the years, Tawanya earned licensure and certifications in the insurance industry and began advocating for senior citizens and the disabled. Her primary goal was to provide education regarding insurance options ranging from Medicare and Medicaid, to private health insurance along with final expense plans.

After becoming aware of the many disparities and challenges in the healthcare system, Tawanya decided to do more. She dedicated her time and developed expertise in the field of Occupational Therapy. She obtained an Associate of Science in Occupational Therapy, in order to begin practicing as soon as possible. Consequently, Tawanya's career path has afforded her the advantage of a unique perspective on topics from healthcare education to the needs of working professionals and caregivers.

In addition to her advocacy and education efforts, Tawanya has also been a long-time community volunteer. She has been outspoken and unrelenting in demanding racial and social equity for Blacks and other minority groups. Being an integral part of the Cory 2020 Presidential Campaign, and volunteering for local county council and Senate campaigns, she has planted the seeds to grow into an individual with impactful political influence.

Tawanya's faith is the guiding force in how she conducts her life. She believes that faith without works is dead, and it is imperative that we treat others with dignity and respect. In so doing, we may be the light that someone needs to illuminate their pathway to success. Consequently, integrity and good character are essential to her.



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

**Applicant MUST reside in Richland County.**

Name: Valerie Aiken

Home Address: 1335 Elm Abode Terrace, Columbia, SC. 29210

Telephone: (home) 803-513-4889 (work) \_\_\_\_\_

Office Address: 1335 Elm Abode Terrace, Columbia, S.C. 29210

Email Address: vaiken@healthforceus.com

Educational Background: Attended University of S.C. in General Studies,

Professional Background: Business Owner and Certified Care Manager,

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Comet

Reason for interest: As a person who has used public transportation in Columbia, I understand the need for a reliable resource for it's customers. Also, I have used public transportation in NY, Washington, DC, Charlotte, NC, Atlanta, Ga, San Francisco, CA, and many other areas.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am dedicated to ensure that all services in Richland County are of the quality that the citizens need and expect. When I commit to something I give it my best to make a difference. I work well with people and managing projects

Presently serve on any County Committee, Board or Commission? I currently serve on the Prisma Health Children's Hospital Board.

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: I can contribute as much as needed to ensure that we have a successful system

**CONFLICT OF INTEREST POLICY**

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes ✓ No           

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes            No x

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Valerie M. Parker 9/3/20  
Applicant's Signature Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>9/3/20</u>	Received by: <u>Juno</u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



+

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

**Applicant MUST reside in Richland County.**

Name: Tanya Rodriguez-Hodges  
Home Address: 109 Singing Wood Lane Elgin SC 29045  
Telephone: (home) 803-673-6376 (work) 803-227-8984  
Office Address: 1805 Clemson Road #292021 Columbia SC 29229  
Email Address: trh@latinocdc.org  
Educational Background: College  
Professional Background: FEMA, CitiBank-Jr. VP, Executive Director Latino Communications CDC  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Central Midlands Regional Transit Authority-CMRTA  
Reason for interest: To serve our community and ensure the Latino community is better represented

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:  
Served on the New York City Transit Riders Council from 2000-2003 in partnership with CitiGroup for the LIC/Queens area. Currently the Executive Director of Latino Communications a local 501(c)3 organization serving low to moderate income individuals and households throughout SC. Our services include: Language Services (Spanish, Vietnamese, Burmese, German, Mandarin), HUD Homeownership/Financial Literacy Education, Training Resources for Alzheimer's Caregivers.

Presently serve on any County Committee, Board or Commission? No  
Any other information you wish to give? I am here to serve the community above all else.  
Recommended by Council Member(s): Councilwoman Joyce Dickerson  
Hours willing to commit each month: Whatever is necessary to bring the best mass transit system to our community

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_  No \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_  No \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

06/11/2020  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>8/27/20</u>	Received by: <u>nhw</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Michael Niermeier

**Department:** Transportation

**Date Prepared:** October 13, 2020

**Meeting Date:** October 20, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 13, 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 Budget Transfers		

**Recommended Action:**

Staff recommends approval of the requested budget transfers show in Attachment 1.

**Motion Requested:**

Move to approve requested budget transfers.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

**Motion of Origin:**

There is no associated Council motion of origin.

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

### Discussion:

The request is to approve the budget transfers in accordance with the current transfer policy. The transfers for the greenway projects aligns the projects and program with 056-19HR (Att-3). The other transfers add unencumbered money into projects that need it for FY21. Although the department can approve budget transfers under \$100,000, approving all transfers at once reduces work on the department and budget staff.

### Attachments:

1. Budget Transfer Requests
2. Council minutes March 3, 2020, pp. 16- 17
3. *056-19HR*



**Attachment 1, Requested Transfers**

From					To				
Project	GL	JL	Object	Amount	Project	GL	JL	Object	Amount
Broad River Road Widening	1332990000	13320005	530100	\$ 3,900,000.00	Blythewood Rd. Widening	1332990000	13320004	532200	\$ 3,900,000.00
Shop Rd. Widening	1332990000	13320013	530100	\$ 3,500,000.00	Decker\Woodfield NIP	1332990000	13320105	532200	\$ 3,500,000.00
Shop Road Extension	1332990000	13320101	532200	\$ 2,500,000.00	Spears Creek Church Road W	1332990000	13320014	530700	\$ 2,500,000.00
Shop Road Extension	1332990000	13320101	530700	\$ 875,000.00	Spears Creek Church Road W	1332990000	13320014	530100	\$ 875,000.00
530100 Acquisition				\$ 10,775,000.00					\$ 10,775,000.00
530700 Professional Services									
532200 Constrcuton									

From					To				
Project	GL	JL	Objet	Amount	Project	GL	JL	Object	Amount
Smith/Rocky Greenway A	1333990000	13330106	530100	\$ 15,000.00	Smith/Rocky Greenway C	1333990000	13330108	530100	\$ 15,000.00
Smith/Rocky Greenway A	1333990000	13330106	530700	\$ 16,400.00	Smith/Rocky Greenway C	1333990000	13330108	530700	\$ 16,400.00
Smith/Rocky Greenway B	1333990000	13330107	530700	\$ 231,400.00	Smith/Rocky Greenway C	1333990000	13330108	530700	\$ 231,400.00
Smith/Rocky Greenway B	1333990000	13330107	530100	\$ 100,000.00	Smith/Rocky Greenway C	1333990000	13330108	530700	\$ 100,000.00
Dutchman Blvd Connector	1333990000	13330111	530100	\$ 3,000.00	Polo/Windsor Greenway	1333990000	13330113	530700	\$ 3,000.00
Dutchman Blvd Connector	1333990000	13330111	530700	\$ 10,000.00	Polo/Windsor Greenway	1333990000	13330113	530700	\$ 10,000.00
Woodberry/ Old Leesburg	1333990000	13330115	530100	\$ 5,000.00	Polo/Windsor Greenway Conn	1333990000	13330113	530700	\$ 5,000.00
Woodberry/ Old Leesburg	1333990000	13330115	530700	\$ 8,000.00	Polo/Windsor Greenway Conn	1333990000	13330113	530700	\$ 8,000.00
Crane Creek Greenway A	1333990000	13330101	530100	\$ 100,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 100,000.00
Crane Creek Greenway A	1333990000	13330101	530700	\$ 51,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 51,000.00
Crane Creek Greenway C	1333990000	13330103	530100	\$ 10,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 10,000.00
Crane Creek Greenway C	1333990000	13330103	530700	\$ 95,000.00	Crane Creek Greenway B	1333990000	13330102	530700	\$ 95,000.00
Gills Creek Greenway B	1333990000	13330105	530700	\$ 64,481.23	Gills Creek Greenway A	1333990000	13330104	530700	\$ 64,481.23
Gills Creek Greenway B	1333990000	13330105	532200	\$ 500,000.00	Gills Creek Greenway A	1333990000	13330104	532200	\$ 500,000.00
Gills Creek North Greenway	1333990000	13330114	530700	\$ 6,120.00	Gills Creek Greenway A	1333990000	13330104	530700	\$ 6,120.00
Gills Creek North Greenway	1333990000	13330114	532200	\$ 252,000.00	Gills Creek Greenway A	1333990000	13330104	532200	\$ 252,000.00

530100 Acquisition				\$ 1,467,401.23					\$ 1,467,401.23
530700 Professional Services									
532200 Constrcuton									

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

**OTHERS PRESENT:** Michelle Onley, Kimberly Williams-Roberts, John Thompson, Ashiya Myers, Ashley Powell, Angela Weathersby, James Hayes, Stacey Hamm, Judy Carter, Jeff Ruble, Tariq Hussain, Beverly Harris, Leonardo Brown, Larry Smith, Sandra Haynes, Brittney Hoyle-Terry, Michael Niermeier, Michael Maloney, Christine Keefer, Michael Byrd, Dwight Hanna, Ronaldo Myers, Hayden Davis, David Bertolini, Allison Steele, Geo Price, Synithia Williams, Art Braswell, Sienna Flynn, Jennifer Wladischkin, Robin Carter, Eden Logan and Shane Kitchen

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 Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers
4. **PRESENTATION OF RESOLUTIONS**
  - a. A Resolution Recognizing March 2020 as Bleeding Disorders Awareness Month – Ms. Terracio presented a resolution recognizing March s Bleeding Disorders Awareness Month in Richland County.
5. **PRESENTATION**
  - a. On the Table Impact Report, Central Carolina Community Foundation – Ms. Cherise Arrendale, Strategic Initiatives and Communication Manager, presented a brief overview of the “On the Table” initiative. The initiative was launched to bring community members of Richland and Lexington Counties together to informal communications about how we can make the community a better place. The full results of the report can be found on their website at [www.onthetablecola.org](http://www.onthetablecola.org).
6. **APPROVAL OF THE MINUTES**
  - a. Regular Session: February 18, 2020 – Ms. McBride moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

Mr. Walker noted, on p. 8 of the minutes, Item 18: “Executive Session”, that he did not second the motion to go into Executive Session.

Mr. Walker made a substitute motion, seconded by Ms. Myers, to defer this portion of the minutes until the Clerk's Office and review the record and correct the minutes.

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

Opposed: Manning

The vote in favor was unanimous.

- b. Zoning Public Hearing: February 25, 2020 – Ms. Terracio moved, seconded by Ms. Newton, to approve minutes as submitted.

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

Abstain: Newton

Present but Not Voting: Manning

The vote in favor was unanimous, with Ms. Newton abstaining from the vote.

Ms. Newton stated she was not in attendance for the Zoning Public Hearing, which is her reason for abstaining from the vote.

- c. Special Called Meeting: February 25, 2020 – Ms. Myers moved, seconded by Ms. Kennedy, to approve the minutes as submitted.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

7. **ADOPTION OF THE AGENDA** – Ms. McBride moved, seconded by Ms. Kennedy, to adopt the agenda a published.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

a. Richland County vs. SC Dept. of Revenue Update

b. 911 Contract Update

Ms. McBride moved, seconded by Ms. Myers, Kennedy to Executive Session.

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

Opposed: Malinowski and Manning

The vote was in favor.

***Council went into Executive Session at approximately 6:18 PM and came out at approximately 6:45 PM***

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

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

The vote in favor was unanimous.

Ms. McBride moved, seconded by Ms. Dickerson, to instruct the Administrator to move forward with the due diligence for the Burlington store to be used for the 911 Services and contract modification, as discussed in Executive Session.

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

Abstain: Manning

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

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

Opposed; Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Walker, Dickerson, Livingston and McBride

Present but Not Voting: Manning

The motion for reconsideration failed.

9. **CITIZENS' INPUT**

- a. For Items on the Agenda Not Requiring a Public Hearing – Mr. Bart Walrath spoke in opposition of Item # 17(b): “Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to a company identified for the time being as Project Novel; and other related matters”.

10. **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 one signed up to speak.

11. **REPORT OF THE COUNTY ADMINISTRATOR**

- a. Fairfield County's Proposed Wastewater Treatment Facility – Mr. Brown stated there was a public hearing held on February 25<sup>th</sup> in Fairfield County related to the facility. Utilities and Conservation staff attended the meeting. The proposal is to construct a wastewater treatment. It was noted the population of Fairfield County has been declining, and it was hoped this project would boost economic development and the population. Fairfield County looked at discharging into Cedar Creek, at a cost of \$30M; Broad River at an estimate cost of \$40M; or to connect to the City of Columbia sewer system, by constructing 40 miles of pipe, at an estimate cost of \$87M. Additionally, it was noted the VC Summer Nuclear Plant was projected to help with development, but is no longer viable.

- b. Sale of Utility Bonds – Mr. Brown stated the County had a sale of bonds related to the sewer system.

Mr. Walter Goldsmith, Tryon Advisors, stated the County sold \$31M of bonds on February 6<sup>th</sup>. Wells Fargo was the underwriter on the transaction. Due to this being the first time the County had sold revenue bonds, they had to get a credit rating for the bonds. The County got AA3 (Moody's) and AA- (S&P) ratings. The interest rate on the bonds is 2.68% for a 30-year bond, at a cost of approximately \$1.7M per year. As a part of the transaction, a USDA loan had to be refunded. The savings from that was \$475,000.

Mr. Goldsmith also updated Council on the Transportation Program Bond Anticipation Note. They were sold through a competitive sale, and will mature this time next year. There were 8 bids, and Bank of America was the winning bidder, at an interest rate of 0.97%.

12. **REPORT OF THE CLERK OF COUNCIL**

- a. Shuckin' on the Shoals, March 7, 9:00 AM – 2:00 PM, Saluda Shoals Park, 5605 Bush River Road – Ms. Roberts reminded Council of the upcoming Shuckin' on the Shoals event.
- b. Transportation Greenway Informational Meeting, March 11, 5:30 – 7:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Transportation Greenway Informational Meeting.

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

14. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters – No one signed up to speak.

15. **APPROVAL OF CONSENT ITEMS**

- a. 20-002MA, Tommy Wood, RS-MD to GC (1.46 Acres), 7220 Frost Avenue, TMS # R09402-02-01(p) [SECOND READING]
- b. 20-004MA, Deborah Stratton, RU to NC (2.17 Acres), 4133 Clemson Road, TMS # R20281-01-27 [SECOND READING]

- c. 20-005MA, Angie Dodson, NC to GC (1.46 Acres), 1526 Leesburg Road, TMS # R16415-07-04 [SECOND READING]
- d. Approval for the development, design, and advertisement of two CTC funded sidewalk projects
- e. Approval to Purchase and Install Cooling Tower – Alvin S. Glenn Detention Center
- f. Approval to Award Construction Contract – Lakeside at Ballentine Resurfacing
- g. Approval to Award – Contract for Construction – Shakespeare Crossing Community Center
- h. Approval to Award – Southeast Sewer and Water Project Division
- i. Approval to Award – Stormwater Drainage Ditch Maintenance Contract
- j. Approval of Annual DHEC EMS Grant-in-Aid
- k. Light Detection and Ranging (LiDAR) Elevation Data Grant Match
- l. Roll-off Containers Purchase Order Increase

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the consent items.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

16. **THIRD READING ITEM**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Xplor Boatworks, LLC (a company formerly known to the County as Project Marion); and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

17. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for Public

Infrastructure Credits to 604 Huger, LLC; and other related matters – Mr. Jackson moved, seconded by Ms. Kennedy, to approve this item.

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

Opposed: Newton and Myers

Present but Not Voting: Manning

The vote was in favor.

- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a Public Infrastructure Credit Agreement to provide for Public Infrastructure Credits to a company identified for the time being as Project Novel; and other related matters – Mr. Jackson moved, seconded by Mr. Walker, to approve this item.

Ms. Terracio inquired about what the rate of occupancy is for similar existing student housing.

Mr. Tushar V. Chikhliker, Nexsen Pruettt, introduced Mr. Andrew Savoy and Mr. Mark Lecocq with CRG, which are the developers.

Mr. Savoy stated he is managing the entitlement and development of the project. CRG is also concerned about the supply in the market. They have conducted two (2) market studies in the last year, which indicated the in-place occupancy is approximately 95% and pre-leased at 63% for the following year. Their two (2) most competitive properties (The Hub and The Empire) are 100% and 85% pre-leased. This indicates that there is a robust demand for walkable student housing properties, which are close to the downtown amenities.

Ms. Terracio inquired about what the current rate for a room is in one of the similarly situated housing units. In addition, what the rate will be in their new development.

Mr. Savoy stated the current rates average \$950/per bed, and their development's lease rate will be approximately \$50 more.

Ms. Terracio stated you can rent a 2-bedroom in Brooklyn for about \$2,000, so we will be competitive with their prices.

Mr. Lococq stated their project, and even their primary competitors, are just a single aspect of the overall student market that includes many properties, at many different levels of affordability. They believe a healthy housing market has options for renters at any number of levels.

Ms. Terracio inquired as to what they feel is an affordable price for a student in Columbia.

Mr. Lococq stated he honestly does not know. The properties they referenced are highly occupied, and have been for many years, which is an indication the demand is there for the current prices. They assume a certain level of elasticity with rent prices, and apartment prices are very dynamic.

Ms. Terracio stated these kinds of developments are suitable only for students. She inquired if they see any potential to market this kind of housing to anyone else, besides students.

Mr. Lococq stated the projects are purpose-built student housing. However, they are not restricted to any type of renter.

Ms. Myers inquired about the size of the unit.

Mr. Savoy stated that depends on the type of unit. The range of units are studios up to a 5-bedroom.

Mr. Manning inquired if this item went through Economic Development.

Mr. Livingston responded in the affirmative.

Mr. Manning stated, since he first got on Council, he had a tremendous concern about things that he was tasked to vote for. He has never felt that it is the local government's job to decide whether we need another "hamburger joint", how much you are going to charge for the hamburger, and how much a hamburger costs in Florida. It is the business sector, and if they are not going to make money, then they go bankrupt. He thinks it is dangerous for local government to get into what are you going to sell, where are you going to sell, whether we have enough people buying whatever they are selling. He wants to go on record that he is concerned with us ever looking at how we are going to vote on something based on how we feel, or how constituents might feel about whether we need another one of "something".

Mr. Malinowski inquired if the developers have determined what the enrollment may be in the next 3 years (i.e. flat, increasing/decreasing).

Mr. Lococq stated the University of South Carolina's projections show approximately a 3% enrollment increase over the next 5 years. They also track the percentage of students that are admitted versus the percentage that apply, which indicates a strong demand from the public to attend the colleges.

Mr. Malinowski inquired what the 3% increase will equate to, in terms of students.

Mr. Lococq stated it would be approximately an increase of 1,000 students per year.

Mr. Malinowski inquired about the size of the project.

Mr. Lococq stated it would encompass 679 beds.

Ms. Dickerson inquired if the housing will only be open to the USC students, or other surrounding colleges and universities.

Mr. Lococq stated it is open to all students.

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

Opposed: Terracio, Malinowski, Newton and Myers

The vote was in favor.



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

- a. Approval to Award Governmental Affairs/Political Representation Contract – Mr. Livingston inquired about how this matter was advertised.

Ms. Wladischkin stated they advertised on the Richland County Procurement website, as well as, the SC Business Opportunities, which is an online publication provided by the State of South Carolina.

Ms. Newton inquired if only one firm responded, or were they the only responsive bidder.

Ms. Wladischkin stated they were the only firm that responded.

Mr. Manning inquired when these services were last bid out.

Ms. Wladischkin stated it would have been approximately 5 years ago. It was a one-year contract, with up to four (4) one-year renewals.

Mr. Manning inquired as to when this contract would go into effect.

Ms. Wladischkin stated they would have the contract prepared, so when it is executed by both parties it will be go into effect.

Mr. Manning noted we are in the middle of a legislative session, and we are going to change our lobbyist. He inquired if that was taken into consideration, when we determined when we put the bid out and have the new contract take effect. He stated it seemed like changing the lobbyist in the middle of the session is not smart timing.

Ms. Wladischkin stated they used the contract expiration date to drive the solicitation process.

Mr. Jackson, stated for clarification, we could approve the contract and not have it start until the current contract ends.

Ms. Wladischkin stated the way the current contract is worded it would have expired by its own terms. If it is Council's will to extend the contract to the end of the legislative session, they would have to negotiate with the current provider to extend the contract.

Mr. Jackson noted having someone come in this close to end of the legislative session and have them make an appreciable difference is likely unrealistic.

Mr. Manning stated the fact our current lobbyist had no interest in applying indicates they have had their fill of Richland County, so they may be eager to get out of their contract. Of all the lobbying firms out there, we were lucky that one had an interest, which is a sad state of affairs.

Ms. Myers inquired if there is an overlap between what our individual lobbyist would be doing and what the SCAC is already doing for the County.

Mr. Smith stated the SCAC lobbyist handles matters related to all of the counties, and our lobbyist would be specific to Richland County issues.

Ms. Myers inquired if we have provided the lobbyist any specific issues in which to concentrate.

Mr. Smith stated he does not know the answer to that question.

Ms. Myers stated she has no objection to the County continuing the current contract for 2 months, if there is something specific they are working on.

Ms. McBride inquired if the number of bids received was consistent to when this matter was bid out previously.

Ms. Wladischkin stated she did not have the information tonight, but could provide the information to Council.

Ms. McBride inquired if the solicitation is limited.

Ms. Wladischkin stated the County does not have a practice of systematically seeking out vendors because we do want it to be viewed as if we are showing favoritism. We make the solicitation as objective as possible.

Ms. McBride stated she wondered if the County's outreach is far enough. Not only with this, but all over, as we recruit different companies.

Mr. Manning stated he is concerned there is no one in the room that can provide feedback on what the lobbyist has been doing for the County for the last 5 years. He noted that Ms. Terracio introduced a resolution for Council's support regarding the ERA that the lobbyist should have been working on with the Legislature. In addition, if we are paying dues to the SCAC to provide lobbyists, then why do we have this contract, and at whose bequest did we advertise for lobbyist services.

Ms. Dickerson moved, seconded by Ms. Kennedy, to defer this item until the March 17<sup>th</sup> Council meeting.

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

Opposed: Jackson, Newton, Myers, Manning and Walker

The vote was in favor.

- b. Adoption of 2018 Building Codes – Ms. Myers inquired if there are measurable differences from last year to this year, and are there distinctions the citizenry would need to know about before we adopt these changes.

Mr. Zaprzalka stated the building code cycles are every three (3) years, and you basically see small modifications. He noted the State Commission of Builders commission these changes down to the counties for adoption.

Ms. Myers inquired about how we put people on notice.

Mr. Zaprzalka stated whenever you permit is how they gauge which building codes will apply. Ms. Myers inquired if the building community was already aware of the changes.

Mr. Zaprzalka stated the builders write the changes, so they are aware.

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Increase FY20 Budget Allocation – Central Midlands Council of Government – Ms. Dickerson stated the committee recommended increasing the Central Midlands Council of Government budget allocation by \$10,866 to make the total allocation \$189,298.

Ms. Newton stated, for clarification, these are the dues the County is obligated to pay, per the agreement with the CMCOG.

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

Opposed: Malinowski and Walker

Present but Not Voting: Manning

The vote was in favor.

- d. Salary Adjustment for Richland County Magistrates [DENIAL] – Ms. Dickerson stated the committee sent this forward with a recommendation for denial. Since the committee meeting, she has received a request from Judge Edmond to defer this item, and bring it back at a later time.

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

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

Opposed: Malinowski, Manning and Walker

The vote was in favor.

POINT OF ORDER – Mr. Manning inquired if this item was being deferred back to committee or a Council meeting.

Ms. Dickerson stated it was deferred back to committee.

Mr. Manning asked that the record reflect that he voted against this item because it was not clear whether it was going back to committee or a Council meeting.

- e. Senior Resources – Request for Matching Grant Funds – Ms. Dickerson stated the committee forwarded this to Council without a recommendation.

Mr. Andrew Boozer, Executive Director of Senior Resources, stated they have a unique opportunity to receive State funding. The request before Council is for matching grant funds. He stated they have built a coalition, as he had suggested, when he appeared before Council a few weeks ago. In addition to the \$60,000 the board has committed, they have been pledged \$40,000 from two (2) corporate sponsors, and received a \$25,000 commitment from the City of Columbia, contingent upon the

award from the State. The additional \$25,000 from Richland County would fully meet the \$150,000 match required by the State of South Carolina Department on Aging.

Mr. Malinowski stated, if you are looking at a \$350,000 with a 30% match it does not total \$150,000. It equals \$105,000, so why is requested match \$150,000.

Mr. Boozer stated that was the amount dictated by the Department on Aging. The total project is \$500,000 with \$350,000 being provided by the Department on Aging's competitive grant, and the remaining \$150,000 in matching funds.

Mr. Malinowski inquired if the County has been provided any of the grant paperwork with the details of the grant.

Mr. Boozer stated he has not shared the full grant package with Council. He conferred with the Government and Community Services Department the day after the publication of the grant on January 9<sup>th</sup>.

Mr. Malinowski inquired if Senior Resources is planning to enter into a MOU with the County.

Mr. Boozer responded that was not his intention, but he is happy to work with the Legal Department and Administration to fulfill any obligations on behalf of Senior Resources. His intention is to take the money and serve the seniors of Richland County. He stated Senior Resources has over 5 decades of loyal service, and has worked closely with Richland County and will continue to do so.

Mr. Malinowski inquired what Senior Resources offers that the Lourie Center does not offer.

Mr. Boozer responded the Lourie Center is a membership- based senior center that was originally built in 1991 with the same grant funds before Council. Senior Resources serves needs-based to Richland County seniors who are in need of food, education, exercise and in-home services, at no cost to the seniors. Senior Resources services, as opposed to the Lourie Center, which is membership-based, are provided to the seniors through their relationship with the Central Midlands Council of Governments' Agency on Aging.

Mr. Malinowski stated the Lourie Center requested one-time funding years ago, yet they continue to receive funding year-after-year.

Mr. Boozer stated Senior Resources has not submitted a one-time capital request to Council in over 30 years. They purchased the building they operate in outright, with their own funds. They funded a \$300,000 renovation to the Meal-on-Wheels kitchen in 2017, without any funding requested. He stated they are honored the County supports Senior Resources, and its services, with their operating budget.

Mr. Malinowski stated he is aware Senior Resources receives \$500,000 from the County each year, but they also receive other outside donations. In 2019, they received at least \$50,000, and he does not know where those funds went.

Mr. Boozer stated those private funds are dedicated to the services, and not designated toward the capital fund.

Mr. Malinowski inquired as to what kind of responsibility the County will have to Senior Resources if the County provides the requested funding.

Mr. Smith stated, since this will be in reference to matching grants, he does not know if there will be any grant stipulations, but he would imagine that tied to this will be some type of requirements. The requirements will be in writing, in terms of what they are supposed to do with the money, and how they are to account for it.

Ms. Newton stated, looking at the briefing document, it says, limited funding is available, and it is advised that we not exceed \$25,000. She interpreted that to me there is \$25,000 available to meet the matching request.

Mr. Hayes indicated that was correct.

Ms. Newton stated, for clarification, this item was referred to Council without a recommendation; therefore, it will require a motion.

Ms. Dickerson responded in the affirmative.

Ms. Myers moved, seconded by Ms. McBride, to approve the one-time matching grant fund request for Senior Resources in the amount of \$25,000.

Ms. Newton made a friendly amendment to make the receipt of the funds contingent upon them securing the matching funds for the grant.

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

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

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

The motion for reconsideration failed.

19. **REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Approving the sale of certain property located on Farrow Road; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

Mr. Malinowski stated he hopes when this comes back for 2<sup>nd</sup> Reading that additional details are provided. The only information provides is there is 200+ acres for sale. We do not know who is buying it, and there are no maps provided. It was his understanding that we recently passed rules that govern the sale of County property. One of the important matters, in selling County property, was that it was supposed to be publicly listed with a realty company. If we start selling property to people or entities because they want to have it, it seems that is not transparent.

Mr. Jackson stated some of the questions raised by Mr. Malinowski were discussed in Economic Development Committee, and he will ensure the answers are provided in the briefing documents at 2<sup>nd</sup> Reading.

Ms. Dickerson inquired if this is the same property we were using for the soccer and baseball fields.

Mr. Ruble indicated it was not.

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

Opposed: Terracio, Malinowski and Newton

Abstain: Manning

The vote was in favor.

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

a. **NOTIFICATION OF VACANCIES**

1. Accommodations Tax – Two (2) Vacancies (1 applicant must have a background in the lodging industry & 1 applicant must have a background in the cultural industry)
2. Hospitality Tax – Three (3) Vacancies (Two applicants must be from the Restaurant Industry)
3. Employee Grievance Committee – Eight (8) Vacancies (Must be a Richland County employee; 2 seats are alternates)
4. Board of Assessment Appeals – Six (6) Vacancies
5. Board of Zoning Appeals – One (1) Vacancy
6. 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 Electrical Industry & Two from the Fire Industry, as alternates)
7. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
8. Internal Audit Committee – Two (2) Vacancies (applicant with CPA preferred)
9. Community Relations Council – Six (6) Vacancies
10. Historic Columbia – One (1) Vacancy
11. River Alliance – One (1) Vacancy
12. Music Festival – Two (2) Vacancies
13. LRADAC – One (1) Vacancy

14. Central Midlands Council of Governments – Three (3) Vacancies

15. CMRTA – Two (2) Vacancies

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Livingston stated there was discussed about the CMRTA Board, and not having both of the vacancies filled by citizens.

Mr. Malinowski stated that matter has not been taken up by the Rules and Appointments Committee. The advertisement will state there are two (2) vacancies, but does not stipulate if they are citizens or Council member vacancies.

b. NOTIFICATION OF APPOINTMENTS

- I. Planning Commission – Three (3) Vacancies – Mr. Malinowski stated the committee recommended appointing Ms. Beverly Diane Frierson, Mr. Terrence J. Taylor, Sr. and Mr. Bryan Grady.

Mr. Jackson stated he has not been given the opportunity to review the applicants. He has not seen their resumes, or any information on their qualifications to fill the Planning Commission vacancies. However, he trusted the Rules and Appointments Committee has vetted them appropriately. Therefore, he will trust their recommendations based on that, and that alone.

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

Opposed: Jackson and Manning

The vote was in favor.

Mr. Manning inquired if the Council Rules are on the website.

Mr. Malinowski stated according to the Clerk's Office they are not on the website.

Mr. Manning suggested taking that up during the discussion of the updated Council Rules, so citizens are aware of the rules governing Council.

Mr. Malinowski stated Ms. Terracio has forwarded a recommendation to place the Council Rules on the website.

M

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

- a. Gills Creek Maintenance Agreement [FOR INFORMATION] – Mr. Jackson stated this item is only for information and refers to the City’s role and responsibility with the Gills Creek Maintenance Agreement once it has been signed by the Administrator.
- b. SERN Financial Participation Agreement between SCDOT and Richland County – Mr. Jackson stated this agreement, if executed, will enable SCDOT to reimburse the County \$33,000 for addressing a drainage issue on Rabbit Run, as a part of the County’s SERN Project. The committee recommended approval of this item.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- c. Mitigation Bank Credit Sales – City of Sumter, Shot Pouch Greenway – Mr. Jackson stated the revenue generated will be approximately \$122,000, and the funds will go back into the Transportation Penny Program Fund. The sale of the mitigation bank credits does not have any adverse impact on the available mitigation bank credits needed to continue. The recommendation is to approve the sale of the mitigation bank credits to the City of Sumter.

Mr. Walker inquired if this sale represents, at least, a net break even, that we have in this mitigation bank, on a per credit sale, or a profit.

Mr. Niermeier stated he does not have the answer, but he believes we have data to support it. Mr. Epps from Conservation was unable to attend tonight’s meeting, and may be able to provide that information.

Mr. Jackson moved, seconded by Ms. Dickerson, to defer this item until the March 17<sup>th</sup> Council meeting.

Mr. Livingston inquired if this item was time sensitive.

Mr. Niermeier stated that Mr. Epps did not indicate it was time sensitive.

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

Opposed: Livingston

Present but Not Voting: Manning

The vote was in favor.

- d. Shop Road Extension Phase I Road Transfer – Mr. Niermeier stated the matter before Council is the turnover of Shop Road Extension Phase I to the State in return for an equivalent lane mile assumption by the County. The State ordinance dictates they cannot take anymore roads into their system, so for every lane mile that gets built an equivalent amount has to go back to the other body (i.e. Richland County). We were given a list of roads to by SCDOT that would equate to the



approximate 4.25 lane miles created by Shop Road Extension Phase I. The County Engineer reviewed the list, and those roads are included in the briefing document included in the agenda packet. The roads are primarily within subdivisions.

Mr. Jackson stated the committee recommended approval.

Ms. Myers inquired about how the recommended roads were determined. It seems to her that a contiguous section would be easier to maintain.

Ms. Steele stated the list of roads were determined in consultation with SCDOT and County staff. Presently, there is a mixture of State and County roads in these communities, so with us taking the roads over it will make the community more uniform.

Ms. Myers inquired if it would not be easier on our maintenance program to take over a span of road that is 1.6 miles, rather 1.6 miles spread over the County. In addition, what is the logic behind taking over this many short stretches of road, each of which will require separate maintenance?

Ms. Steele responded it is not an exact 1 mile for 1 mile, since Shop Road is 4-lanes and the roads we are taking over are 2-lanes. Therefore, we have to take over 4 miles, and it is hard to find one road at that exact length. She stated ½ of the roads are SCDOT and ½ County. Some of the SCDOT roads have been recently resurfaced, so it is in our best interest to take over these roads, make it a more uniform neighborhood, and receive roads that have been resurfaced over the last year.

Ms. McBride stated she believes the recommendation makes sense. This is one time we are looking at the community, and the needs of the people. We have a hodgepodge of roads, and this brings more consistency.

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

The vote in favor was unanimous.

- e. **Department Transfer of Funds between Projects – Mr. Jackson stated this item was brought up before with regards to giving the Transportation Department the ability to transfer up to \$100,000 within their budget to keep the projects moving. However, one of the conditions is that they will report any transfer actions to the Transportation Ad Hoc Committee on a quarterly basis. The committee recommends approval of this item.**

Ms. Newton inquired if the Transportation Department would be making the accounts whole, which you transfer from, on a regular basis.

Mr. Niermeier stated they will be reallocating, as needed, within an approved Council budget. Therefore, in the next budget cycle they would plan to make the project whole, as necessary.

Mr. Livingston stated one concern he has, and he expressed at the committee meeting, is with the size of some of the projects he is not sure \$100,000 is enough.

Mr. Brown responded they are going to phase into this, and show Council staff has the ability to manage this appropriately. If, at a future time, Council realizes there needs to be an additional amount, then you will have an opportunity to review our performance.

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

Abstain: Myers

The vote in favor was unanimous, with Ms. Myers abstaining from the vote.

- f. Staff Augmentation Selection Approval – Mr. Jackson stated the recommendation is to approve the seven (7) firms that are listed in the briefing document.

Mr. Walker stated his only concern is the noted deficiency in not having a CPA certified accountant vetted in the Transportation Program. He hopes that is taken into consideration when growing our Transportation Department.

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

Abstain: Newton

Present but Not Voting: Manning

The vote in favor was unanimous with Ms. Newton abstaining from the vote due to a potential conflict of interest.

- g. North Main CEI Services Contract Approval – Mr. Jackson stated because the cost exceeded \$100,000 the project had to be competitively solicited. There are eight (8) vendors on the County's pre-qualified CEI vendor list. Of those eight, five submitted proposals. After consolidating evaluations, Brownstone Construction was the highest ranked offeror. As you may know, Brownstone was one of the organizations that worked as a part of the PDT.

Mr. Walker stated he continues to be concerned with engaging in and letting contracts with entities with which we have not completely remedied, or rectified, outstanding issues.

Mr. Jackson stated, for clarification, Brownstone is not directly linked in any litigation. The larger entity may be, but they are a separate independent contracting organization that is not tied to any current lawsuit or litigation that is ongoing.

Mr. Smith stated, a couple months ago the County amended the Complaint to include the joint venture, as well as, the individual members of the joint venture. The Complaint was amended out of concern that once the dissolution occurred we would not be in a position to figure out their respective positions.

Ms. Myers stated, for clarification that would then be a direct conflict?

Mr. Jackson moved, seconded by Ms. Kennedy, to defer this item for clarification.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

Mr. Livingston noted there was a recent incident on North Main regarding a gas line. He inquired if CEI Services play a role in that.

Mr. Niermeier responded it is typically the contractor's responsibility, but they work with the utility company, who is responsible for marking the utilities. In this incident, the utility was not marked.

22. **REPORT OF THE DETENTION CENTER AD HOC COMMITTEE**

- a. Architect Firm to Design a Medical and Mental Health Housing Unit for the Alvin S. Glenn Detention Center – Ms. Myers stated there was a RFQ solicitation completed utilizing the County's standard procurement guidelines. The bidders were qualified, and Moseley Architects was selected from the qualified bidders. The proposal would allow the Detention Center to build a new medical facility to house detainees. Approximately 42% of the current critical space beds are being used by mental health patients who cannot be housed with other people. There are currently 336 inmates with mental health needs, and 223 of those are seriously mentally ill.

Ms. Myers stated the committee recommended the use of up to \$185,000 to direct Moseley Architects to design a medical and mental health housing unit for the Detention Center.

Mr. Malinowski stated he did not see in the briefing document where the amount of up to \$185,000 was listed.

Ms. Myers stated the amount was discussed in committee. It was discussed whether the whole contract should be let, or just the portion for design. The design portion is what is being let now, and we will come back once we have what the engineers have brought back to us for the full amount.

Mr. Malinowski inquired if the firms that submitted their qualifications aware of the amount, when they submitted their proposal.

Ms. Wladischkin stated the prices would have been negotiated, based upon our budget. There is a budget for the building in its entirety, and the design portion is a percentage of that amount.

Mr. Malinowski inquired if we know what these individual companies will charge because when you look at the evaluations there is a 2 point difference between the one that was chosen, and the second place one.

Ms. Wladischkin stated State Law prohibits us from awarding based on price, so that is why we use the RFQ process. The County can then enter into negotiations. If the County does not feel the \$185,000 is fair and reasonable, they are welcome to negotiate with highest ranked offeror. If they are unable to reach a mutual agreement with that offeror, they can move to the 2<sup>nd</sup> ranked offeror, and so on until they feel the County's best interest has been met.

Mr. Malinowski inquired if it is automatic that the highest ranked offeror gets the first right of refusal. One of the things he was looking at is that the 2<sup>nd</sup> ranked offeror scored higher on their ability to do business with the County, and he would think you would want a company that has a better ability to work with the County.

Ms. Wladischkin stated they look at the overall score to come up with the highest ranked.

Mr. Malinowski noted that the needs assessment was done 3 ½ years ago. He inquired how accurate that is compared to today.

Mr. Myers stated the project was put on hold, so they did not get anything until they started back looking at trying to build the mental health and medical facilities. The RFQ solicitation was done in February 2019.

Mr. Malinowski stated he does not believe the RFQ and the needs assessment are one and the same.

Mr. Myers stated they are moving forward to do what CGL recommended.

Mr. Manning inquired, in terms of the mental health unit, if someone is assessed by a counselor and determined to be at an extreme risk for suicide, and the counselor calls 911 the First Responders that respond will take the individual to the Detention Center instead of the hospital.

Mr. Myers stated he could not speak on that. He does know they get a lot of detainees that have mental health problems. He does know, if they are calling to get a bed, it difficult to get a bed through the Department of Mental Health, even if it is an emergency. You may be go to the hospital and be admitted, but normally there is a long waiting period through the Department of Mental Health.

Mr. Malinowski stated, for clarification, the intent is to build two separate facilities.

Mr. Myers responded one will be for mental health needs, and the other will be for medical needs.

Mr. Malinowski stated it would seem to him it would be less expensive to build one large facility with a wall in the middle and two separate entrances.

Mr. Myers stated this part of what Moseley Architects is being tasked to help us decide on, and where to build the facility.

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

Opposed: Malinowski

Abstain: Manning

The vote was in favor.

23. **OTHER ITEMS**

- a. FY20 – District 5 Hospitality Tax Allocations – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

Opposed: Walker

Present but Not Voting: Myers, Manning and McBride

The vote was in favor.

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

In Favor: Walker

Opposed: Terracio, Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: McBride

The motion for reconsideration failed.

24. **EXECUTIVE SESSION** –

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

Opposed: Malinowski, Jackson, Manning and Walker

The vote was in favor of going into Executive Session.

***Council went into Executive Session at approximately 8:31 PM and came out at approximately 9:19 PM***

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

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

- a. Richland County vs. SC Dept. of Revenue – Ms. Myers moved, seconded by Ms. Newton, to accept the settlement recommendation, discussed in Executive Session, to resolve fully, and finally, all outstanding SCDOR claims.

Mr. Jackson stated he wanted to go on the record stating the decisions we make are serious decisions each time we meet, and have a lasting impact on the entire County. He tries to give it his best effort. He is not an accountant, lawyer, etc., so he depends on the advice, recommendations, and guidance of those experts in making decisions he thinks will benefit. Once he gets their best advice, he is willing to make the tough decision and let the chips fall where they may. However, he does not want anyone to mistake our decision as a body to be taken lightly, or without serious grave concerns. Tonight, this is one of those for him. Even though he is going to support the decision, it is with grave concern that he supports it.

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

Opposed: Malinowski, Manning and Livingston

The vote was in favor.

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

In Favor: Malinowski and McBride

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

The motion for reconsideration failed.

Ms. Myers moved, seconded by Ms. Terracio, to reconsider the agenda to add the Motion Period.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

25. **MOTION PERIOD**

- a. Move to halt RC's demolition of the 200 year old church on Tolliver St. in Little Camden, and use some or all of the \$300,000 secured by Councilwoman Myers and ED to establish (with significant community consultation and input) a community center and playground area on that site, while safeguarding whatever portions of the structure remain and are structurally sound [MYERS] – This item was referred to the A&F Committee.
- b. Move to mobilize the \$2 Million approved through budgeted year 2018 and 2019 to expand the current Richland County Magistrate's facility in Hopkins to include the Historic Trail Building and a Sheriff's CAT Team Headquarters as desired and requested by the community [MYERS] – This item was referred to the A&F Committee.
- c. Move to empower the Administrator to immediately begin working with local, regional and state officials to prepare Richland County for any needed action in response to the Coronavirus (employing the use of emergency funds), if such actions become necessary [MYERS] – Ms. Myers moved, seconded by Ms. Terracio, for unanimous consent to move this item forward.

Mr. Manning stated he agrees we want the Administrator too immediately, if he has not already, begun working. The concern he has with this is it seems like this is work the County Administrator should do. If we are starting a precedent that things, he thinks, a County Administrator ought to do, then where do we draw the line on what he can do without waiting for a motion to say, if there is an emergency, do something. If you need money in the budget, what he has the ability to expend, he can. If he needs more funding than he has the authority to expend, we can have a Special Called meeting. He wants the Administrator to do anything, and everything, in regards to this virus. He just believes procedurally, if we are going to start a precedent of he only does those kinds of things, when there is a motion, then it sets a bad precedent for when and what an Administrator can do.

Ms. Myers stated her motion goes toward funding. The Administrator might be at a point where it becomes a problem, and he would have to have a Special Called meeting to access funds. Rather than have a Special Called meeting, we would give him the authority, and allow him to report back to us.

Mr. Livingston stated the Mayor, the City of West Columbia, and himself have exchanged emails to schedule a time to meet in the near future.

Mr. Malinowski stated when we had the floods and other disasters we did not give the Administrator direction. The Administrator took action and utilized the funds, as needed. He trusts the Administrator's expertise and opinion to do what he needs to do, when he needs to do it, and spend what funds he needs. He does not believe the Administrator is going to use the whole reserve fund.

Mr. Manning stated with this motion the Administrator could use the whole reserve fund.

Ms. Myers withdrew her motion.

The motion was referred to A&F.

26. **ADJOURNMENT** – The meeting adjourned at approximately 9:30 PM

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 056-19HR

AN ORDINANCE AMENDING ORDINANCE 039-12HR, THE ORDINANCE AUTHORIZING THE ONE PERCENT (1%) TRANSPORTATION SALES AND USE TAX; SO AS TO AMEND THE PROJECTS LIST AS IT RELATES TO GREENWAYS.

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

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

(a) Pursuant to Section 4-37-10, Code of Laws of South Carolina 1976, as amended, the County enacted Ordinance 039-12HR (the "Transportation Penny Ordinance") which includes a projects list (the "Projects List").

(b) The Projects List includes fifteen (15) greenway projects (the "Greenway Projects") as a part of the Bike/Pedestrian/Greenway projects section.

(c) The Greenway Projects have a total funding amount of \$20,970,779. One project has been completed, and one project is in the final stages of construction. The thirteen (13) remaining projects are:

1. Gills Creek Ph. A
2. Gills Creek Ph. B
3. Gills Creek Ph. C
4. Smith\Rocky Branch Ph. A
5. Smith\Rocky Branch Ph. B
6. Smith\Rocky Branch Ph. C
7. Crane Creek Ph. A
8. Crane Creek Ph. B
9. Crane Creek Ph. C
10. Columbia Mall Greenway
11. Polo\Windsor Lake Connector
12. Woodbury\Old Leesburg Connector
13. Dutchman Boulevard Connector

(d) The County Council has evaluated the recommendations of the Program Development Team and the Richland County Conservation Commission and has determined that in order to complete as many of the remaining Greenway Projects, and portions thereof, as possible with the remaining dedicated funds, the County will need to reallocate funds within the Greenway Projects.

(e) The County Council finds that all of the amendments provided herein are consistent with the intent of the Transportation Penny Ordinance and will integrate well with the current conditions and characteristics of the County.

**SECTION 2. Amendments to Greenway Projects.** Pursuant to the above findings and determinations, the Greenway Projects are hereby amended as provided herein, and for the reasons provided in conjunction:

1. Gills Creek Ph. A; Gills Creek Ph. B.; Gills Creek Ph. C.

Original plans - \$2,246,160; \$2,785,897; \$344,667 (\$5,376,724)

Gills Creek A is currently in the design phase with its northern termini beginning at Ft. Jackson Boulevard and extending approximately 4,400' to Mikell Lane.

Gills Creek B is an approximate 5.8 mile greenway with trails and boardwalks along a tributary to Gills Creek from Wildcat Creek to Leesburg Rd.

Gills Creek C is a planned as a 3,000' greenway with trails and boardwalks extending from Forest Drive to Quail Lane.

Amended plan/amount – Remove Gills Creek B (\$2,785,897) and Gills Creek C (\$344,667) from the Projects List; and reallocate funding from both sections to Gills Creek A. Extend Gills Creek A to Timberlane Dr., or as appropriate, and



allow for additional coordination with ongoing October 2015 flood mitigation efforts. Total new allocated amount for Gills Creek A - \$5,376,724.

Reasons for amendment – The County sent out 600 resident surveys in the affected areas. Gills Creek B and C received very little support and mainly negative comments. Most resident favored Gills Creek A, as amended (on the west side.)

2. Smith\Rocky Branch Ph. A; Smith\Rocky Branch Ph. B; Smith\Rocky Branch Ph. C

Original plans – \$431,183; \$1,415,316; \$901,122 (\$2,747,621)

The project scope is a greenway with trails and boardwalks that will border Smith Creek and Rocky Branch.

Smith\Rocky Branch A is 4,400' and would run from the Three Rivers Greenway to Clement Rd. along Smith Creek.

Smith\Rocky Branch B is 4,700' and would run from Clement Rd. to Colonial Dr. along Smith Creek.

Smith\Rocky Branch C is 1.70 miles and would run from Granby Park to Gervais St. along Rocky Branch

Amended plan/amount - Remove Smith\Rocky Branch A (\$431,183) and Smith\Rocky Branch B (\$1,415,316) from the Projects List; and reallocate funding from both sections to Smith\Rocky Branch C. Design Smith\Rocky Branch C from Olympia Park to Granby Park. Total new allocated amount for Gills Creek C - \$2,747,621.

Reasons for amendment – The City of Columbia has coordinated with a developer who has committed to constructing a portion of Smith\Rocky Branch C from Olympia Avenue towards the Congaree River terminating at a utility substation approximately 1,500' from the Congaree River. As a result of the comments received from the public meeting and coordination with project stakeholders and greenway planners with previous knowledge of the projects, as well as safety considerations, project impacts, and available funding, the PDT recommends reallocating the funds from Smith\Rocky Branch A and B to Smith\Rocky Branch C such that the greenway constructed by the developer could be continued to the Congaree River and connect with the existing Granby Park greenway.

3. Crane Creek Ph. A; Crane Creek Ph. B; Crane Creek Ph. C

Original plans - \$1,541,816; \$460,315; \$793,908 (\$2,796,039)

Crane Creek A is about 2.10 miles and runs from Monticello Rd. along Crane Creek to the Three Rivers Greenway terminus at the City of Columbia canal headworks along the Broad River.

Crane Creek B extends about 4,000' from the Three Rivers Greenway along the Broad River and following a City of Columbia easement to a point near the intersection of Mountain Dr./Clement Road/Duke Road.

Crane Creek C was presented as a greenway extending from the CIU campus southward along a utility easement approximately 2 miles to a point near I-20.

Amended plan/amount - Remove Crane Creek A (\$1,541,816) and Crane Creek C (\$793,908) from the Projects List; and reallocate funding from both sections to Crane Creek B. Design Crane Creek B to provide connectivity to the existing Three Rivers Greenway from the neighborhoods along Clement and Duke Roads. Total new allocated amount for Gills Creek C - \$2,796,039.

Reasons for amendment – The County hosted, through the PDT, a public meeting regarding Crane Creek A, B and C. 39 citizens attended. Of the 35 comments received, over half favored Section B. Sections A and B did not have sufficient public support.

4. Columbia Mall Greenway

Original plans - \$648,456

Amended plan/amount – No amendment.

5. Polo\Windsor Lake Connector; Dutchman Boulevard Connector

Original plans - \$385,545; \$105,196 (\$490,741)

The Polo/Windsor Lake Greenway is a proposed greenway and trail approximately 4,000' in length. This project would begin at Windsor Lake Blvd. north of I-77 and follow the general alignment along the I-77 and I-20 interchange to the intersection of Alpine Rd. and Polo Rd. The benefit of the project is that when completed, users can access Alpine Rd. and Polo Rd. sidewalk projects linking locations such as Cardinal Newman School, Sesquicentennial State Park, and Two Notch Rd. With the mix of residential, commercial, and recreational facilities in close proximity to the greenway, this project would have a positive impact for the community. It will also provide a safe route to sidewalks that will be used for neighborhoods and roads located by both termini.

The Dutchman Blvd. Connector is a proposed 2,000' greenway and trail from Broad River Road along Dutchman Blvd. to a point along Lake Murray Blvd. The proposed route is in a commercial/industrial area and most businesses in this area are engaged in activities such as warehousing, wholesale, light manufacturing, and distribution. Dutchman Blvd. terminus is a cul-de-sac, where the proposed greenway would continue through the adjacent parcels to Lake Murray Blvd.

Amended plan/amount – Remove Dutchman Blvd. Connector (\$105,196) from the Projects List; and reallocate funding to Polo/Windsor Lake Greenway. Total new allocated amount for Gills Creek C - \$490,741.

Reasons for amendment – The parcels needed to complete the Dutchman Blvd. Connector have been developed since the Transportation Penny Ordinance passed. The Polo/Windsor Lake Greenway is underfunded and needs additional funds for completion.

6. Woodbury\Old Leesburg Connector

Original plans - \$116,217

The Woodbury/Old Leesburg Greenway is a proposed to be a 1,000' greenway and trail. It is proposed to connect Old Leesburg to Woodbury Rd. as a way to avoid using the Trotter Rd. /Leesburg Rd. Intersection.

Amended plan/amount – Remove Woodbury\Old Leesburg Connector (\$116,217) from the Projects List.

Reasons for amendment – Aerial photographs and site visits do show a pathway where people have used this proposed route, most likely for offroad vehicles and foot traffic, but it is not an official thoroughfare. One terminus, proposed at Woodbury Rd., sits at the far corner of a single-family residential neighborhood, and would have the greenway go between two residences. The other proposed terminus is at a small crossroads intersection. Currently, the Old Leesburg terminus has few small commercial buildings including a bar/grill, a barber shop, and a small trailer park. As this area has little new development, there does not appear to be enough demand, current or future, to warrant a greenway.


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

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


SECTION V. Effective Date. This ordinance shall be effective from and after December 3, 2019.

RICHLAND COUNTY, SOUTH CAROLINA

By:   
Paul Livingston, Chair  
Richland County Council

ATTEST THIS 7<sup>th</sup> DAY OF  
January, 2019  
  
Michelle Onley  
Deputy Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:           October 15, 2019  
Date of Second Reading:       November 5, 2019  
Date of Public Hearing:         December 3, 2019  
Date of Third Reading:         December 3, 2019

**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:** October 13, 2020

**Meeting Date:** October 20, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 13, 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>	Spears Creek Church Rd. Widening Design Service Order		

**Recommended Action:**

Approve the Holt Service Order #19 for the Spears Creek Church Rd. Widening Project.

**Motion Requested:**

Approve the Holt Service Order #19 for the Spears Creek Church Rd. Widening Project.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The fee for this service order is \$2,424,509.39 with a contingency of \$242,225.93 for a total amount of \$2,666,735.32.

Currently, JL 13320014 has \$1,171,404.14 available. The remaining amount of \$ 1,495,331.32 will be added contingent upon Council approval of the requested budget transfer.

**Motion of Origin:**

There is no associated Council motion of origin.

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

**Discussion:**

The original scope of this project was to widen Spears Creek Church Rd. from a two-lane to a five-lane road between Two Notch Rd. and Percival Rd. This project was approved by Council on May 5, 2020 to be descoped to bring the cost of the project back under its original referendum amount. The new scope for this project is to widen the road from a two-lane to a three-lane road between Two Notch Rd. and Jacobs Mill Pond Rd.

This service order covers the 100% design, permitting, and construction phase services for the project.

**Attachments:**

1. Holt #19 Service Order
2. Scope of Services
3. Fee Proposal

**Service Order**  
**For**  
**On Call Engineering Services Agreement**

SERVICE ORDER NO. Holt #19

Date: October 13, 2020

This Service Order No. Holt #19 is issued by Richland County, South Carolina (the “County”), to Holt Consulting Company, LLC. (the “Consultant”) pursuant to that Agreement dated April 14, 2020 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 Exhibit 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 Exhibit 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: December 1, 2020
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Paul A. Holt, P.E. (Principal)
2. Jeff Mulliken, P.E. (Sr. 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. 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*

**IV. Consultant’s Compensation.**

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum</i>	\$	2,422,259.39
<i>Approved Direct Expenses</i>	\$	2,250.00
<i>Cost Plus Fixed Fee</i>	\$	0.00
<i>Total</i>	\$	<u>2,424,509.39</u>
<i>Contingency – Not to Exceed*</i>	\$	242,225.93

*\*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.

**V. Additional Exhibits.**

The following exhibits and/or attachments are incorporated herein by reference thereto:

*Exhibit A – Scope of Services*

**VI. 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:**

**HOLT CONSULTING COMPANY, LLC**

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

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

Date: \_\_\_\_\_



**ATTACHMENT "A"**  
**SCOPE OF SERVICES AND SCHEDULE**  
**SPEARS CREEK CHURCH ROAD (S-53)**  
**IMPROVEMENTS**

**Introduction**

Holt Consulting Co. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Spears Creek Church Road (S-53) in Richland County, South Carolina. Spears Creek Church Road is considered a Rural Minor Arterial 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 potential improvements along the existing roadway from north of the intersection with Two Notch Road (US 1) and just before the westbound I-20 entrance / exit ramps, for a total length of approximately 2.3 miles. The project is proposed to pedestrian accommodations.

**Project Location** - The project is in Richland County, northeast of the City of Columbia; however, a large portion of the project is within the City of Columbia municipal limits – between Jacobs Millpond Road (S-1097) and the end of project.

**Existing Conditions** – Spears Creek Church Road is an existing 2-lane, earthen shoulder and ditch section roadway for the majority of the alignment, from just past Two Notch Road to just before Earth Road, for approximately 1.23 miles. The road transitions to a 3-lane, earthen shoulder and ditch section facility from Earth Road to just past the intersection with Pontiac Business Center Drive / Southridge Way, for an approximate distance of 0.63 miles where the roadway transitions back to a 2-lane roadway until the proposed end of project at the I-20 ramps.

Spears Creek Church Road crosses Spears Creek and associated floodway via dual 60-inch, reinforced concrete pipes between Jacobs Millpond Road and Earth Rd. Walden Pond and associated dam structure is situated adjacent to the southbound direction of Spears Creek Church Road at this crossing. The Walden Pond dam failed during the 2015 flood event, breaching the spillway, overtopping Spears Creek Church Road and demolishing the roadway south of the existing dual 6'x6' reinforced concrete box culvert. The new RCPs were installed in this damaged area of roadway to the south of the culvert. This dam has not been repaired to pre-flood conditions to-date. Most recent coordination from 2016 stated that the owners of the pond and dam were planning for permanent breach of the dam.

**Summary of Anticipated Services** - An outline of the services anticipated for this project is shown below.

- Task 1: Project Organization and Management
- Task 2: Surveys
- Task 3: Environmental Services/Permitting
- Task 4: Traffic Analysis
- Task 5: Concept Report
- Task 6: Geotechnical Investigation
- Task 7: Stormwater Management/ Hydraulic Design
- Task 8: Sediment and Erosion Control/NPDES Permitting
- Task 9: Roadway Plans
- Task 10: Transportation Management Plan
- Task 11: Bridge Plans
- Task 12: Pavement Marking and Signing
- Task 13: Railroad Coordination
- Task 14: Subsurface Utility Exploration
- Task 15: Utility Coordination
- Task 16: Right-of-way Services
- Task 17: Bidding Services
- Task 18: Construction Phase Support

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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:

- ◆ On-Site 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. It is assumed there will be four (4) such meetings
- ◆ 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 a 34-month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates.
- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 34-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 to incorporate the needs and desires of these organizations into the decision-making process. It is assumed the CONSULTANT will attend six (6) project meetings (1 each month during the design services) and two (2) additional review coordination meetings with the DEPARTMENT, COUNTY, and others, as applicable. The CONSULTANT will attend these meetings and will prepare all necessary display materials, meeting agendas and minutes.

#### **Deliverables:**

1. Thirty-Four (34) status reports (approximately monthly) and updated schedule. Four (4) additional meetings may be held specific to miscellaneous coordination efforts.
2. Meeting agendas and meeting minutes covering all project meetings. Meeting agendas are to be provided to the COUNTY within two (2) business days prior to all meetings. Meeting minutes are to be provided to the COUNTY within three (3) business days after all meetings.

## **Task 2**

### **SURVEYS**

#### **Photogrammetric Mapping**

- All estimated direct costs for specific project tasks will require supporting documentation.

#### **Survey Control**

- The CONSULTANT shall paint ground control panel points to control the entire mapping polygon, the majority of the control shall be set on hard surfaces in order to cover the mapping area with the exception of any locations where hard surfaces do not exist. A permanent marker shall be placed at the surveyed location of the panel points: PK nail (painted) or rebar (non-hard surface).
- All control shall be observed using Digital Levels or equivalent method and tied to the South Carolina State Plane Grid Coordinate System using NAD83 (current adjustment) horizontal datum and NAVD88 vertical datum.
- A Survey Report detailing methods, ID's and coordinates shall be supplied to COUNTY in a digital format and signed and sealed by a South Carolina Professional Land Surveyor.

#### **Data Acquisition**

##### **RGB Aerial Imagery**

- The CONSULTANT shall design a flight layout that is suitable for a 0.25' pixel resolution for the project's digital orthophotos using a matching tilting scheme.
- Color Imagery shall be acquired with the sun angle being 30 degrees or higher, skies are free of haze, clouds and smoke.
- The photography will be flown at 60% forward overlap, and will not contain any excessive tip, tilt, crab or cloud cover.
- All flight plans shall be designed by a Certified Photogrammetrist and approved prior to acquisition.
- The RGB Aerial Imagery shall be controlled with an industry standard airborne Position and Orientation System (POS) (which shall include both an inertial measurement unit (IMU) and a global positioning system (GPS)) as well as ground control. This POS and ground control will provide accurate photo center positions to triangulate the entire block of imagery.
- The CONSULTANT shall perform a rigorous orthophoto rectification of all imagery.
- The rectified orthophotos shall have a constant scale, and all ground features shall be presented in their true locations without disturbing relief displacements.
- The CONSULTANT shall provide a digitally ortho-rectified mosaic (s) of the project area in both a TIF and SID format.
- See project index for details.

### **LIDAR Scan Data**

- The CONSULTANT shall acquire the airborne Light Detection and Ranging (LiDAR) scan data with a current industry standard Airborne Laser Scanner (ALS) capable of achieving the project accuracy specifications.
- The airborne LiDAR scanning sensor shall be controlled with an industry standard airborne Position and Orientation System (POS) (which shall include both an inertial measurement unit (IMU) and a global positioning system (GPS)) while simultaneously collecting ground based GPS data to be used for post processing the airborne laser scan data for correlation to project control.
- The ALS shall have the ability to generate a pulse rate of at least 20 points/m<sup>2</sup> from 2000 AGL.

### **Data Processing** - LiDAR flights shall be calibrated to each other and to the ground control panels.

- A statistics report showing delta XY & Z residuals shall be produced to ensure the accuracy of the laser hits vs. ground control check panels.
- Using LiDAR processing software, the CONSULTANT shall classify all LiDAR data into bare earth models and vegetation classes (low, medium and high), and output all LiDAR classes upon request.
- QA/QC of the LiDAR data shall be done in 3D on softcopy stereo plotters during classification.
- See project index for details.

### **Digital Aerial Triangulation**

- The CONSULTANT shall precisely perform automatic digital aerial triangulation based on the airborne GPS/IMU data collected during the photography mission and the survey control panels.
- Automatic tie point matching shall be done on all image areas to best contribute to the strength and quality of the block.
- See project index for details.

### **Mapping**

- The CONSULTANT shall map all visible and identifiable planimetric (2D) physical features that lie within the project mapping limits to a minimum horizontal accuracy in accordance with the Federal Geographic Data Committee (FGDC) Geospatial Positioning Accuracy Standards and applicable extensions and revisions. Mapping will be delivered in Microstation format, using current SCDOT CADD standards, with a mapping scale of 1"=20'. All items deemed to be significant within the project corridor will be mapped and shall include, but not limited to, the following:
  - Hydrological features - ponds, lakes, rivers, etc.
  - Paved surfaces – roads, drives, etc.
  - Vegetation – wooded area boundaries, trees, hedges, etc.
  - Utilities – poles, towers, pedestals, billboards, manholes, catch basins, etc.

- The CONSULTANT shall map all (3D) profiles at the edge of pavements, roadway crowns, and travel-ways as defined by SCDOT using Digital Terrain Methods (DTM) and shall be vertically accurate to within 0.10' (0.05'RMS) on all paved surfaces. On all other surfaces (ground), vertical accuracy will be within .5'. The resulting mapped (3D) elements should be sufficient for the creation of a bare earth DTM to meet the project accuracy requirements.
- Any elevated visible bridge structures will be mapped in (3D) but excluded from the final bare earth DTM and provided in a separate data set.

### **Specifications**

Production procedures for photogrammetric mapping surveys shall be in accordance with the standards established by the Federal Geographic Data Committee (FGDC) Geospatial Positioning Accuracy Standards and applicable extensions and revisions.

### **Deliverables**

1. Signed and Sealed Survey and Mapping Report.
2. Signed and Sealed Photogrammetric Certification Project Report.
3. Statistics Report of LIDAR Data (showing density, XY&Z RMSE).
4. Color digital Orthophotos @ 0.25' pixel in TIF and SID format.
5. Color digital Orthophoto Mosaic in Tif and SID format.
6. 2D Planimetric Microstation CADD file (.dgn).
7. 3D Bare Earth DTM Microstation file (.dgn).
8. 3D Bridge DTM Microstation file (.dgn).
9. GeoPak Bare Earth DTM Triangulated Integrated Network (.tin) file.
10. Calibrated and Classified LAS tiles (available is requested).
11. Bare Earth LAS files (available gridded or all points).
12. 5' grid ascii (available if requested).

### **Field Surveys**

The CONSULTANT will perform all surveying tasks meeting or exceeding the requirements set forth in the SCDOT Preconstruction Survey Manual and all state and local regulations regarding land surveying. Mapping limits are shown in the attached Exhibit 1.

- The CONSULTANT shall conduct necessary field surveys for the proper development and control of aerial LiDAR mapping services. Field survey services for the preparation of aerial LiDAR mapping shall include the placement of aerial panels at pre-determined and coordinated locations within the project area. Panels shall be either V-shaped (2-foot legs with 1 foot width) or X-shaped (1 foot legs on each side with 1 foot width). Field survey of the panels will be performed utilizing the South Carolina VRS Network to establish horizontal coordinates referenced to the South Carolina State Plane Coordinate System (NAD 83/2011) for each panel point. Elevations referenced to the NAVD 88 Vertical Datum will be established for each panel by performing differential level loops to the accuracy necessary for LiDAR mapping accuracy. An ASCII or .txt file shall be provided containing the horizontal coordinates and vertical elevations of each panel point. It is anticipated that 32 Aerial Target points will be needed for this project.

- The CONSULTANT will establish Primary Survey Control (PSC) utilizing a #5 rebar with a 2" diameter aluminum cap set flush with the ground. PSC positional accuracy will be derived from GPS observations involving 3 different observation timeframes to obtain the best positional accuracy. PSC will be set as azimuth pairs at each end of the project. Main Survey Control (MSC) will be established between the PSC at intervals of approximately 600 feet. Secondary Survey control will be established from PSC or MSC points as needed and will be considered temporary. All survey control points will be based on the South Carolina State Plane Coordinate System. (NAD83/2011). Vertical control project benchmarks (PBM) will be based on (NAVD88) and established at approximately 1200 linear feet intervals along the project limits utilizing differential leveling procedures maintaining a maximum error of closure of 0.05 foot times the square root of the length of the level run in miles and will be tied to a National Geodetic Control monument with the appropriate vertical accuracy. Sufficient planning in the establishment of the Survey Control Network (SCN) will be required to provide for future use of and/or the accurate re-establishment of the SCN. It is assumed that approximately 8 PSC and 18 MSC survey control points and 12 project benchmarks will be needed for this project.
- The CONSULTANT will perform plat and deed research of all parcels affected by the S-53 Spears Creek Church Road project. The plats and deeds will be used in conjunction with tax maps and GIS data plot the individual properties, within the project limits, and create property strip maps. The most current SCDOT docket record construction plans relative to the project will be researched to aid in the completion of the best-fit alignment and existing right of way. It is assumed that approximately 110 properties will be researched for the Project and approximately 18,700 linear feet of road centerline will be used to establish Right-of-Way lines.
- The CONSULTANT will field locate and survey utilizing the SCN the detectable property monuments within the project limits to facilitate the mapping of properties from deed and/or plat information of record. Any monumentation of existing right of way for S-53 and other SCDOT roads, within the project limits, will be tied to the SCN. This is considered a partial survey and does not constitute a full boundary survey. There are approximately 110 properties for the S-53 Spears Creek Church Road project.
- The CONSULTANT will establish a BEST-FIT EXISTING ROADWAY ALIGNMENT. Research to compile all available roadway construction and right of way plans from SCDOT and county or municipalities will be performed. Utilizing any available SCDOT, county or municipality plans and the existing roadway centerline, a best-fit alignment shall be established utilizing all available information. It is assumed that approximately 18,700 feet of best fit road alignment will need to be calculated.
- The CONSULTANT will produce property mapping, showing property lines drawn from existing deeds and /or plats of record of the subject properties. Existing right of way of S-53 and other roads, within the project limits, will be mapped utilizing any existing right of way monumentation and existing SCDOT Docket plans.
- The CONSULTANT will Supplement Aerial Mapping by field surveying those planimetric (2D) and topographic breakline (3D) features (such as buildings, fences, trees, poles, top bank, edge of asphalt, walls, etc.) that are obscured on the aerial mapping within the project limits. It is assumed that approximately 13 (10% of project footprint) acres will need to be surveyed.

- The CONSULTANT will perform surveys of existing drainage outfalls within the survey project area. Outfall surveys will extend 250' upstream or downstream from the end of the drainage structure and include survey data at least 15' beyond the ditch top of bank. Outfall alignments will be created along the centerline of the outfalls with Points of Intersections at all major bends. It is assumed that approximately 1,000 feet of drainage features will need to be surveyed.
- The CONSULTANT will obtain two (2) field surveyed cross sections upstream (one (1) at the face of existing drainage structures and one (1) at the existing rights-of-way) and one (1) downstream at the face of the existing drainage structures for use in the development of the preliminary hydraulic models necessary to perform a preliminary hydraulic study of the FEMA Special Flood Hazard Area along Spears Creek Church Road.
- The CONSULTANT will process acquired survey data and prepare base mapping to include breaklines that reflect field conditions. Each point of the processed survey will include Point ID, Northing, Easting, Description, and Elevation. Complete mapping and linework will be included displaying all planimetric information.
- The CONSULTANT will field survey wetland boundaries within the project limits and prepare a wetlands map for submittal purposes. It is assumed that approximately 1,200 feet (based on NWI information) of wetlands boundaries will need to be surveyed.
- The CONSULTANT will locate and field survey existing storm structures within the project limits. Information obtained will include top and invert elevations, pipe size and pipe material. There are approximately 30 (based on google earth count) storm structures within the S-53 Spears Creek Church Road project.
- The CONSULTANT will locate and field survey existing sewer structures within the project limits. Information obtained will include top and invert elevations, pipe size and pipe material. There are approximately 30 (estimated based on linear footage) sewer structures within the S-53 Spears Creek Church Road project.
- The CONSULTANT will perform New and Existing Right of Way staking surveys on affected parcels within the project corridor as needed for acquisition purposes. 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. It is assumed that approximately xx right-of-way staking points will need to be surveyed.
- The CONSULTANT will provide supplemental surveying services on an as-needed basis. Forty (30) hours of field crew time and twenty (25) hours of office time shall be utilized for estimation purposes. These hours may also be used for additional survey required due to potential shifts and raising of the alignment of the secondary roads.
- The CONSULTANT will provide TRAFFIC CONTROL and SAFETY work zones. Traffic control work zones will be established in compliance with the Manual of Uniform Traffic Control (MUTCD) and the SCDOT Work Zone Safety Manual. Work zone devices will be placed at each end of the work zone area, if along an existing roadway, each day consisting of a BEGIN SURVEY sign, a WORK ZONE Next\_ miles in the middle of the work zone and an END SURVEY sign at the end of the work zone. It is assumed that approximately 70 days of traffic control will be needed.



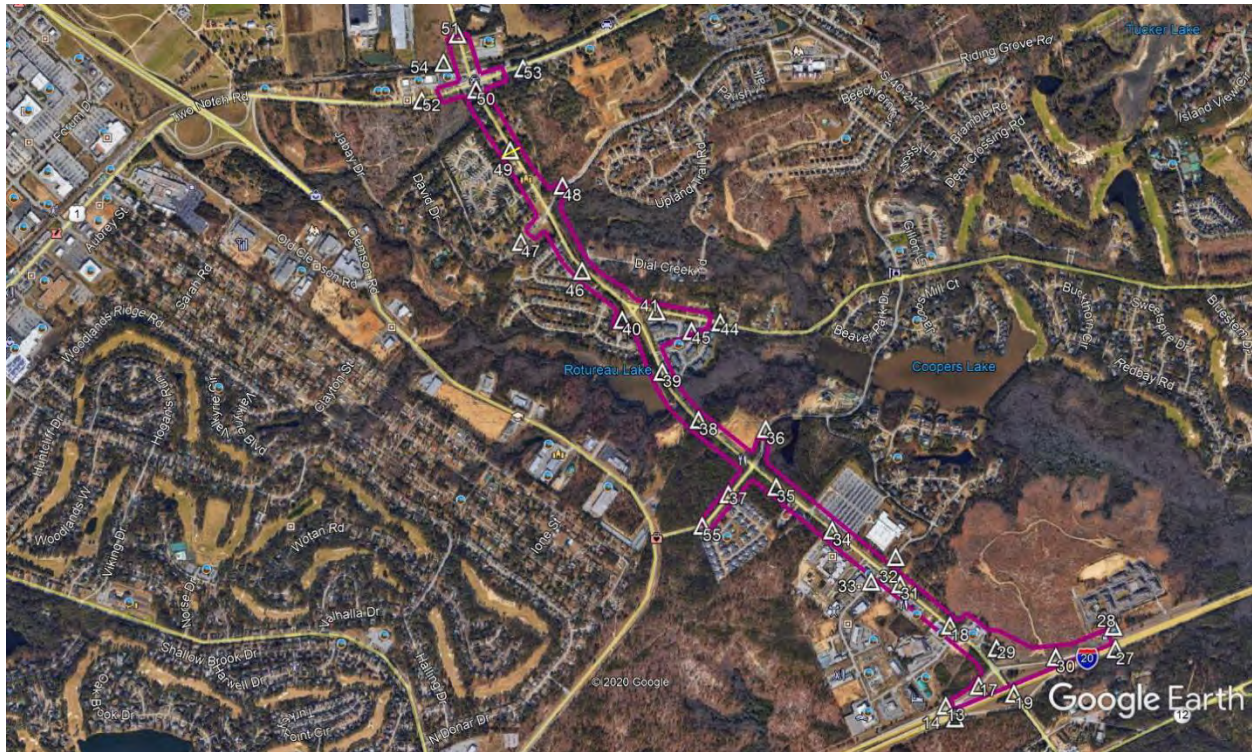
- CONSULTANT will survey a total of seventeen (17) cross sections at 25' intervals to extend 200' either side of the existing centerline of CSXT Railroad track. Cross sections will extend 10' beyond the existing CSXT Railroad Right-of-Way on each side.
- Railroad right of entry agreements/insurance and flagmen costs will be necessary for surveys in railroad rights of way (included in Task 13)

**Deliverables:**

1. Digital copy of Planimetric survey data (2D) in Microstation format.
2. Digital copy of Topographic Breakline data (3D) in Microstation format.
3. Digital copy of Digital Terrain Model in Microstation format.
4. Digital copy of all courthouse Deeds, Plats and Property Ownership records.
5. Digital copy of signed and sealed Wetland Exhibit survey.
6. Digital copy of signed and sealed Survey Control Data sheet(s).

**Project Index**

Project details and a general project mapping limit are shown below.



**Project Mapping Limits**

**Aerial Mapping Control**

- This project anticipates aerial Target pairs (32 Aerial Targets) will be required for this project. Any substantial variation from this quantity will require prior approval from the COUNTY.

- The CONSULTANT anticipates the panel point pair interval of approximately **1000** feet will be sufficient to achieve the project accuracy with panel point pairs not exceeding a maximum spacing of **1500'** between any panel point pairs.
- The CONSULTANT anticipates **32 panel points** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

### **Data Acquisition**

#### **RGB Aerial Imagery**

- The CONSULTANT anticipates **4 flight lines** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

#### **LIDAR Scan Data**

- The CONSULTANT anticipates **9 flight lines** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

### **Data Processing**

- CONSULTANT estimates **500 acres** of mapping data will be acquired within the aerial mapping limits.

### **Digital Aerial Triangulation**

- The CONSULTANT anticipates **50 exposures** will be required. Any substantial variation from this quantity will require prior approval from the COUNTY.

### **Mapping**

- a. CONSULTANT estimates **129 acres** of mapping data will be acquired within the aerial mapping limits.

## **Task 3**

### **ENVIRONMENTAL SERVICES/PERMITTING**

The below general scope of services shall be considered and referenced when scoping detailed work assignments and any associated assumptions. It is assumed that one (1) Programmatic Categorical Exclusion (PCE) document will meet NEPA documentation requirements for the projects. If there is no federal transportation funding or FHWA involvement in the project, a Permit Support Document for the US Army Corps of Engineers (USACE) will be generated by the CONSULTANT to satisfy NEPA requirements.

#### **Environmental Project Management**

- Project Status Meetings - To provide consistent communication and updates throughout the life of the project, status meetings will be held. It is anticipated that the CONSULTANT lead for NEPA and Permitting will attend the project status meetings. It is anticipated two (2) project status meetings will be held. The CONSULTANT will prepare a draft agenda and distribute it to designated participants for preparation and

comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting.

- Team Meetings - Team Meetings, for environmental, will be used in order to address outstanding, complex, or sensitive issues that arise during the development of the project requiring special attention. It is anticipated that the **CONSULTANT** leads for both NEPA and Permitting will attend the team meetings. It is anticipated two (2) team meetings will be held. The **CONSULTANT** will prepare a draft agenda and distribute it to designated participants for preparation and comment prior to each meeting. The **CONSULTANT** will provide a summary of each status meeting.

#### **Deliverables:**

- Two (2) Project Status Meeting Agendas and Meeting Summaries;
- Two (2) Team Meeting Agendas and Meeting Summaries

#### **Initial Field Surveys and Project Initiation**

- Within two weeks of the date that the **COUNTY** provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the **CONSULTANT** shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the **COUNTY** of the anticipated permits and will be incorporated in the project schedule to ensure compliance.
- Desktop Survey - The **CONSULTANT** shall perform a desktop including but not limited to: assessing readily available GIS data (soils, hydrography, National Wetlands Inventory, etc.).
- Establish Study Area - The **CONSULTANT** shall define the proposed study area to be utilized during the environmental analysis and review. The **CONSULTANT** will coordinate with project engineers, project managers, and environmental staff from the **COUNTY** to ensure that the study area sufficiently encompasses proposed design alternatives to the greatest extent practicable.

#### **Environmental Analysis and Review**

- Land Use - The **CONSULTANT** will evaluate the existing land uses within the project study area and any future land use plans for the area.
- Farmlands - **CONSULTANT** will evaluate farmland impacts, including a determination of the presence of prime or unique farmlands or farmlands with statewide importance. Coordination with the NRCS, including completion of Form AD-1006, and review of the alternatives pursuant to the Farmland Act will be completed.

- Cultural Resources (Historical, Archaeological) – The **CONSULTANT** will perform Cultural Resources studies and provide the report to the **COUNTY**. The **CONSULTANT** will incorporate the findings of the report into the NEPA document.
- Parks and Recreational Areas - **CONSULTANT** shall identify these areas within the project area and the impacts of the project on the resource(s).
- Social and Economic - **CONSULTANT** shall evaluate the existing demographic, social, and land use conditions.
- Displacements - **CONSULTANT** will identify all potential business and residential relocations that will occur as a result of the project.
- Environmental Justice - **CONSULTANT** shall identify any low-income and/or minority areas within the general project area, using US census data and determine if there are potentially disproportionately high and adverse effects on these population as a result of the project.
- Air Quality - The **CONSULTANT** shall evaluate the overall effects of the project on air quality, and indicate the Attainment or Non-Attainment status of the county of the roadway is to be improved or constructed.
- Wetlands / Water Quality - The **CONSULTANT** shall quantify the anticipated impacts to waters of the U.S., and provide a qualitative discussion regarding the types of streams, wetlands, and other waters of the U.S. being impacted in the context of the adjacent and surrounding waters of the U.S., including proximity of 303(d) and/or TMDL listed waters. If the project would be constructed in the vicinity of 303(d) and/or TMDL waters, then stormwater control measures, both during construction and post-construction would be required in accordance with the **COUNTY** MS4 Permit. The **CONSULTANT** shall also include a discussion regarding the overall effects to water quality.
- Threatened & Endangered Species Survey - **CONSULTANT** will perform an investigation for federally listed threatened or endangered species/habitat evaluation during the U.S. Fish and Wildlife Service’s optimal survey windows for the specific species. Fieldwork should be conducted during field days for other studies, such as wetland/stream delineations, to the greatest extent practicable. The results of the investigation will be incorporated into the environmental document as a Biological Evaluation (BE) for Threatened and Endangered Species. The **CONSULTANT** shall comply with Section 7 of the Endangered Species Act and provide the appropriate reports to the **COUNTY**. If informal consultation with the USFWS is required, **DEPARTMENT** or **USACE** shall be responsible for performing this part of the project development process. Any concessions in either the scope of work or construction activities or mitigation measures will require prior **COUNTY** and **DEPARTMENT** approval, and once approved by USFWS, shall be included as an environmental commitment in the environmental document. Any correspondence or communication with USFWS must receive prior approval by the **COUNTY** and **DEPARTMENT**. If formal consultation is required, FHWA or USACE

will initiate and handle, but additional scope and fee negotiations will be required for CONSULTANT to provide supplemental information.

- Migratory Birds -The federal Migratory Bird Treaty Act, 16 USC § 703-711, states that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not.

The COUNTY/SCDOT will comply with the Migratory Bird Treaty Act of 1918 in regard to the avoidance of taking of individual migratory birds and the destruction of their active nests. The CONSULTANT will assess the study area for the presence of Migratory Birds. It should be noted in the environmental document as a commitment if there is a potential for migratory bird impacts.

- Floodplains - Based on the results of a hydraulic design study performed according to SCDOT Guidelines for Hydraulic Design Studies the following statements should be included in the environmental document where applicable: Regarding FEMA designated floodways, the CONSULTANT shall include either a ‘no effect’ statement or a ‘conditional letter of map revision;’ otherwise the CONSULTANT shall include a statement that “based on the hydraulic analysis of the pre-construction and post-construction discharges, the planned roadway improvements will have no significant impact on either flood elevations or flood widths.” A floodplain checklist will be completed and included as an Appendix to the environmental document. For all bridge replacement projects, a qualified Hydraulic Engineer will complete the Bridge Replacement Scoping Trip Risk Assessment Form. The results of the assessment will be summarized in the NEPA document and the completed assessment form will be attached as an appendix.

### **NEPA Document – Programmatic Categorical Exclusion (PCE) or Permit Support Document**

For the NEPA Documents the CONSULTANT shall include the following:

- Environmental Commitment Form - CONSULTANT will complete an Environmental Commitment Form for the PCE and include it in the front of the Environmental Documentation. CONSULTANT will utilize standard commitment language provided in the Environmental Commitment Form template. If a non-standard commitment is required, CONSULTANT will provide draft language to the COUNTY/SCDOT for review and approval.

- Programmatic Categorical Exclusion - **CONSULTANT** will complete one (1) PCE Checklist form.
- Alternatives - **CONSULTANT** will complete an alternatives analysis of the no-build and one on alignment alternative.
- Documentation Delivery - **CONSULTANT** will provide the **COUNTY** with copies of the DRAFT PCE or Permit Support Document and the FINAL PCE or Permit Support Document with all appendices and associated background information.
- QA/QC of Environmental Document - **CONSULTANT** will follow the **COUNTY** QA/QC Guidance and complete required reviews of the environmental document.

**Deliverables:**

- Form AD-1006 for environmental document appendix;
- Electronic PDF version of BE;
- Electronic PDF Floodplain checklist and Bridge Replacement Scoping Trip Risk Assessment;
- Electronic version of Environmental Commitment Form;
- Electronic version of Draft PCE or Permit Support Document;
- Electronic version of Final PCE or Permit Support Document;
- QA/QC review Checklist.
- Phase I Environmental Document

**Public Involvement**

- Public Involvement Plan - The **CONSULTANT** shall be responsible for developing a public involvement plan to effectively involve the public in the project's decision-making process as outlined in **COUNTY** Public Involvement Policy. Public Involvement Plans range from informal descriptions of proposed public involvement activities to formal written plans that go into greater detail regarding the schedule and timing of various public involvement strategies.
- 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 (HOA), within the project corridor. The **CONSULTANT** will provide this list a minimum of two months prior to the planned public meeting. The **COUNTY** will provide a template document for development of the contact list. The **COUNTY** will be responsible for development and mailing of public notice letters as well as the development of any media releases for promotion of the meeting (via social media, print and / or television notification).

- One (1) public meeting is proposed for this phase of the project. The meeting is proposed to be conducted following development of the concept report.

The **CONSULTANT** shall prepare a meeting plan that provides meeting logistics, including but not limited to: meeting date, time, location, schedule for the meeting, and venue contact info. The plan should also list project team members who will be working the meeting and given an assigned role. Materials will be brought, and the responsibility of each item listed out should also be included. In addition, the **CONSULTANT** should plan a pre-meeting (at least a week prior) for all project team members to discuss the meeting and project, as well as, a chance to review any printed displays and materials. (The displays to be brought to this meeting should be the exact size planned to be on display at the public information meeting.) The **CONSULTANT** should assume one (1) meeting with **COUNTY** staff as a planning session to review the public meeting plan and documentation.

The **CONSULTANT**, with input from the **COUNTY**, shall prepare all project design-related public meeting materials, (deliverables would include plan view displays, project overview maps, typical sections, as applicable). The **CONSULTANT** shall provide draft copies (hard copy and pdf) of all display materials to be presented at the public meeting to the **COUNTY** for review, a minimum of 15 business days prior to the meeting. The **CONSULTANT** will also provide the **COUNTY** with final PDF versions of the displays for the public meeting one week prior to the meeting for posting on the **COUNTY** website. The **COUNTY** will be responsible for the printing of the meeting handout, comment card and sign-in sheets. The **CONSULTANT** should assume minor coordination efforts and / or **COUNTY**-requested review of these documents.

The **COUNTY** shall provide security guards from local law enforcement agencies or private security firms for the public meeting. The **COUNTY** will also be responsible for fabricating and erecting signs to be placed along the project corridor, as well as any directional signage needed at the public meeting venue. The **COUNTY** will also procure and bring all other items not specifically mentioned below to be provided by **CONSULTANT**.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Tuesday (scheduled around Council meetings) or Thursday at a venue along, or near, the project corridor. The **COUNTY** will be responsible for procuring the venue and determination of date and time.

The public meeting is planned 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, alternatives and their impacts in attendance. The **CONSULTANT** will be responsible for bringing hard copies of the project displays (plan view, typical sections, overview boards, etc) as well as display boards (typical black, foam boards; “GATOR” board, or equivalent) to the meeting; assume three (3) copies of each display to be provided at the meeting. The **CONSULTANT** will also procure and bring all easels necessary for project display boards.

- If an in-person meeting is not possible the **CONSULTANT** will evaluate virtual options to engage the public. The **CONSULTANT** will develop ways to engage the public online, through telephone contact, or hard copy materials that are mailed or posted in public spaces in the area surrounding the corridor. The **COUNTY** will be responsible for mailing or posting any notifications of the virtual meeting. Presentations or any additional virtual meeting elements will be supplied to the **COUNTY** to be posted on the **COUNTY** website.
- Upon conclusion of the public comment period, the **CONSULTANT** will prepare a public meeting summary to include a summary of the public comments received. The **CONSULTANT** will also prepare and provide a document (Word or Excel), in matrix format, which includes the public comment, citizen name and contact info, and space for **COUNTY** response to each comment. The **COUNTY** will be responsible for development of all responses and individual response letters. The **CONSULTANT** may be asked to assist with the development of appropriate responses, as necessary, for up to 100 comments.

#### **Assumptions:**

- The **CONSULTANT** will conduct property owner research and develop property owner and stakeholder contact/ mailing list in Excel format. Assume 125 contacts.
- 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 be responsible for creation and management of any project websites.
- 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 Department offices in Columbia, SC (2009 Hampton St).
- Participation of four (4) **CONSULTANT** team members at one (1) Public Meeting

#### **Deliverables:**

- Property Owner and Stakeholder list



- Public Meeting plan
- Attendance at one (1) Public Meeting and preparation of Public Meeting materials (as stated in scope)
- Public Meeting Summary

**Jurisdictional Determination and Waters of the U.S.** - As required by the potential presence of wetlands and waters of the US, the **CONSULTANT** shall delineate wetlands and waters of the US utilizing the three-parameter approach (hydric soils, hydrophytic vegetation and wetland hydrology) set forth in the 1987 USACOE Wetland Delineation Manual and the 2020 Navigable Waters Protection Rule. Identification and marking of any upland/wetland boundaries with sequentially numbered flags. Additionally, using sub-meter GPS or survey data, the **CONSULTANT** will plot the wetland boundaries on aerial photography.

The **CONSULTANT** shall provide an assessment and documentation of site conditions as to the presence and/or absence of jurisdictional areas. If jurisdictional waters of the U.S. are identified and are being impacted by the project, then the **CONSULTANT** will prepare and submit a Request for Jurisdictional Determination (JD) package to the **COUNTY/SCDOT** for review and subsequent submittal to the United States Army Corps of Engineers (USACE).

The JD request is to include all necessary documentation for USACE approval. The JD Request package will include the project site location figures such as County Map, USGS Topography Map, and NRCS Soil Survey Map, and aerial photography. Figures depicting the delineated jurisdictional boundaries of waters of the U.S. will also be produced. Other items to be prepared and submitted with the JD Request package will include representative photographs of each wetland area or wetland types delineated within the project study area and wetland determination data forms of each wetland area and the adjacent upland.

**Assumptions:**

- JD will only be prepared if impacts to wetlands or streams cannot be avoided
- Preliminary JD (PJD) will be requested

**Deliverables:**

- Electronic Draft PJD request package;
- Electronic PJD request package;
- Electronic copy of approved JD limits within two (2) weeks of PJD approval.

**Permit Acquisition**

- Preparation and Submittal of a Clean Water Act Section 404/401 Application – If a Clean Water Act Section 404/401 permit is applicable, then the **CONSULTANT** shall prepare

the 404/401 permit application in the format specified by the Charleston District Corps of Engineers. The **CONSULTANT** is responsible for securing all permits/certifications involved with acquiring an approved 404 Permit and 401 Water Quality Certification. In the completed application, the **CONSULTANT** shall document all proposed impacts to Waters of the U.S.

- Preparation of Drawings and Maps - As part of the Clean Water Act Section 404/401 permit application package, the **CONSULTANT** shall submit drawings depicting the proposed jurisdictional impacts to waters of the U.S. on the subject property. The **CONSULTANT** shall include the surveyed or measured boundaries of jurisdictional waters to establish the proposed jurisdictional impacts. The **CONSULTANT** is to ensure all waters of the US called out in the Project JD are identified in the permit application; even if no impact.
- Negotiations and Permit Acquisition - The **CONSULTANT** will work with federal, state and local representatives 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 acquisition.

The **CONSULTANT** shall also furnish supplemental information in support of the Section 404/401 permit application, (e.g., NEPA, Cultural resource review, Threatened & Endangered Species Report, clarification, additional information or responses to comments, etc.). The **CONSULTANT** will also prepare the appropriate responses to agency or public comments received as a result of the public notice or from the dissemination of a General Permit authorization request, as directed by the **COUNTY/SCDOT**.

- Compensatory Mitigation Plan - It is assumed that mitigation credits will be provided from an approved mitigation bank. The **COUNTY** will provide the appropriate mitigation bank and inform the **CONSULTANT** which bank to list in the permit application. The **COUNTY** will be responsible for coordinating the acquisition of any required mitigation credits required.

#### **Assumptions:**

- Permit will be required if impacts to wetlands or streams cannot be avoided
- SCDOT General Permit will be used if possible
- Nationwide 14 or Individual Permit will be pursued if SCDOT GP unavailable

#### **Deliverables:**

- Electronic version of draft permit drawings and maps;
- Electronic copy of draft supplemental information to support permit application;

- Electronic version of final permit drawings and maps.

## **Task 4**

### **Data Collection**

The CONSULTANT will collect data necessary to perform a detailed traffic analysis of existing and future design conditions. The data collection will include the following activities:

**Field Investigation** – The CONSULTANT will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area, including:

1. Existing roadway speed limits
2. Number of lanes
3. Type and length of turn lanes
4. Intersection Traffic control
5. Detour Route conditions

The field investigation will also identify those locations where horizontal and/or vertical sight distance may be limited at roadway and driveway intersections and identify locations where access management principles may be applied to consolidate driveway curb cuts.

**Accident Data Collection** – The CONSULTANT will obtain the most recent three years crash data along the study corridor.

**Traffic Signal Timing Data Plan Collection** – The CONSULTANT will obtain existing traffic signal timing information from the DEPARTMENT and the City of Columbia for the following signalized intersection along Spears Creek Church Road within the corridor:

1. Spears Creek Church Road at Two Notch Road
2. Spears Creek Church Road at Earth Road / Woodcreek Farms Road
3. Clemson Road and Earth Road
4. Clemson Road and Two Notch Road (Two Signals)

**Traffic Volume Data Collection** – The CONSULTANT will conduct manual turning movement counts in 15-minute intervals during the weekday A.M. peak (7:00 to 9:00 A.M.) and P.M. peak (4:00 to 6:00 P.M.) on either Tuesday, Wednesday or Thursday at the signalized intersections indicated above and the following unsignalized intersections:

1. Spears Creek Church Road at Woodcreek Farms Road
2. Spears Creek Church Road at Two Notch Road
3. Spears Creek Church Road and Spears Creek Court
4. Spears Creek Church Road and Pontiac Business Center Drive
5. Spears Creek Church Road and Verizon Driveway
6. Spears Creek Church Road and Jacobs Millpond Road/Walden Place Drive
7. Spears Creek Church Road and Jacobs Millpond Road (at I-20 Interchange)
8. Spears Creek Church Road and The Preserve at Spears Creek Driveway

9. Spears Creek Church Road and Jacobs Drive
10. Clemson Road and Earth Road
11. Clemson Road and Two Notch Road (north of interchange)
12. Clemson Road and Two Notch Road (south of interchange)

The CONSULTANT will conduct 24-hour bi-directional counts with vehicle classification during the mid-week at the following locations:

1. Spears Creek Church Road between I-20 and Earth Road/Woodcreek Farm Road
2. Spears Creek Church Road between Earth Road and Two Notch Road/Woodcreek Farm Road

All counts will be conducted while the local public schools are in session.

The CONSULTANT will utilize travel demand models and/or average annual growth rates to establish design year and background traffic growth.

**Development Data Collection** – The CONSULTANT will obtain information concerning planned and approved development projects affecting traffic within the corridor area. Information concerning projected land uses, zoning and development planning documents will also be obtained.

**Traffic Analysis** – The CONSULTANT will perform the necessary analyses of the proposed improvement alternatives using the information obtained during the Data Collection task.

**Conceptual Analysis** – The CONSULTANT will identify the opening year and design year (20 years past opening date) peak hour Levels of Service for roadway segments and intersections within the study area using the procedures and methodologies outlined in the current editions of Highway Capacity Software (HCS) or Synchro 11.0/SimTraffic. The results of the conceptual design analysis will include:

1. The number and type of lanes on each approach of the study area intersections
2. Length of turn lanes to provide sufficient vehicle storage
3. LOS Tables
4. Opening year ADT and design year ADT

The CONSULTANT will make recommendations to the DEPARTMENT for improvements (if any) needed along the two detour routes to improve safety and/or operations during the TMP. Possible improvements may include signal retiming, additional signal phases, lengthening of turn lane storage lengths, constructing temporary/permanent turn lanes, and radius improvements.

A Traffic Signal Warrant Analysis will not be performed under this scope of work; however, recommended intersections, if applicable, for traffic signal warrant studies will be indicated in the final report (see below).

**Accident Analysis** – The CONSULTANT will identify the existing high crash locations within

the corridor and will determine:

1. the total number of crashes, number of fatal crashes and fatalities, number of injury crashes and injuries;
2. the probable cause, time and location of all the fatal crashes;
3. the total number of the property damage crashes;
4. the lighting and pavement condition of all the crash occurrences

The **CONSULTANT** will summarize the different crash types and determine the primary causes of the existing crashes. The **CONSULTANT** will identify those locations with frequent and/or severe crash histories that may be able to be addressed through design and traffic control measures implemented as part of this project. The **CONSULTANT** will evaluate the most recent three years of available crash data.

### **Report Preparation**

The **CONSULTANT** will prepare a traffic study that will outline the evaluations performed and the recommended improvements along the corridor and comparative analysis of the existing roadway to the post improvement roadway. The results will provide Levels-of-Service for each scenario studied. In addition, the report will provide recommendations for lane closures, detours and the resulting traffic impacts in the study area. The **CONSULTANT** will submit a PDF of the traffic study to the **COUNTY**. Upon receipt of any comments, the **CONSULTANT** will revise the study accordingly and submit a PDF and two (2) final copies to the **COUNTY** for submittal to the **DEPARTMENT** for review. The **CONSULTANT** will revise the study as necessary per **DEPARTMENT** comments for final approval.

**Traffic Staging:** The **CONSULTANT** will study impacts to traffic during staging/construction and will develop conceptual work zone traffic control staging recommendations including various lane closure options for the study area to determine constructability, right of way requirements, and how to mitigate travel delays and risks to the traveling public.

**Traffic Signal Design:** The **CONSULTANT** will prepare traffic signal design plans for the project as required. Traffic signal plans shall be designed in accordance with the latest editions of SCDOT's Traffic Signal Design Guidelines, Standard Signal Specifications and Special Provisions, Standard Drawings, and the Manual on Uniform Traffic Control Devices.

The **CONSULTANT** will prepare signal plans, plotted at a scale not smaller than 1" = 40', based on the Final Roadway Design Plans and the Pavement Marking and Signing Plans. The signal plans will depict the locations of the signal poles, poles, signal heads, pull boxes, conduits, pavement markings, and loop detectors. Phasing diagrams, details, pay items, and quantities will also be provided.

The **CONSULTANT** will revise SCDOT's Standard Signal Specifications and Special Provisions as necessary for this project.

The **CONSULTANT** will notify the **COUNTY**'s designated Project Manager prior to performing any work on site.

## **Task 5**

### **CONCEPT REPORT**

#### **Documentation of Existing Conditions and Identification of Deficiencies**

Available LiDAR data of the proposed project area will be utilized for all conceptual design and plan development under this scope of work. The CONSULTANT will review the project corridor through the use of existing roadway plans, aerial photography & LiDAR data, site visits, and other available desktop-level data / information (i.e.; County GIS data, wetland inventory, cultural resources, etc) to determine existing and proposed land-use of properties within corridor, roadway data inventory (for existing intersecting roadways within corridor) to include lane widths, intersection configurations, types of accesses provided, natural drainage patterns, opinion of pavement conditions upon visual observation, observation of utilities, and potential impacts to the surrounding community. Potential deficiencies that exist throughout the project such as sight distance problems at intersections or inadequate horizontal or vertical clearances, areas of insufficient shoulders, and areas where the existing pavement structure has deteriorated will be identified. Photography and videotaping may be used to document these conditions; copies of which to be submitted to COUNTY

#### **Develop Design Criteria**

The CONSULTANT will prepare the project Design Criteria in accordance with the following;

- *SCDOT Roadway Design Manual (2017 Edition);*
- *Applicable Instructional Bulletins, Preconstruction Advisory Memos and Preconstruction Design Memos;*
- *Standard Drawings for Road Construction (latest revisions per Notice to Proceed of this work);*
- *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. The COUNTY will coordinate the Design Criteria with the DEPARTMENT for final approval. Development of a formal Design Exception is not included as part of this contract.

#### **Typical Section, Alternate Alignment and Intersection Studies**

Existing features of the project will be considered during development of the roadway typical sections and alignment studies. Environmental constraints, railroads, utilities, businesses, and residences will be considered in the development of the typical sections and proposed alignments.

#### **Project Concept Report**

The CONSULTANT will prepare a Project Concept Report for COUNTY approval. The report shall include, but not limited to the following:

- Project overview;

- Existing conditions;
- Environmental constraints / design and coordination issues (includes utilities and railroads); COUNTY to provide documentation of utilities within corridor (SC 811) prior to alignment studies and typical section production.
- Project layout based on existing, available LiDAR data;
- Approved design criteria;
- Typical sections for proposed improvements
- Development of proposed improvements based on available LiDAR data. The following are potential improvements that will be considered:
  - Roadway widening;
  - Intersection improvements;
  - Roadway geometry improvements;
  - Turn lanes, and;
  - Traffic signal modifications.
- Impact comparisons (rights-of-way, utilities, environmental, traffic, and costs)
- Conceptual bridge data;

## **Task 6**

### **Geotechnical Investigation**

***General*** – The CONSULTANT will perform a preliminary and final geotechnical exploration for the roadway, embankments, off-alignment bridge, and pipe culverts. The CONSULTANT shall gather samples, conduct tests, and analyze necessary soil and foundation data for the roadway embankment expansion, embankments, bridge foundations, pavement thickness, and pipe culverts. The results of the sampling, testing, analysis, and recommendations concerning the design shall 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 Drawings
- SCDOT Supplemental Specifications and Supplemental Technical Specifications
- 2019 SCDOT Geotechnical Design Manual (GDM), Version 2.0
- 2008 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 shall comply with all DEPARTMENT lane closure restrictions.

Preliminary boring locations will be located along or adjacent to the proposed alignments of the roadway, embankments, and bridge abutments within 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 or inside DEPARTMENT right-of-way. Clearance of utilities will be the responsibility of the CONSULTANT. A request for utility marking will be made to the Statewide Utility One-call Service (SC811) at least 3-days prior to field work. The CONSULTANT will mark utilities that are not marked by SC811 as part of SUE Task 14. Information obtained in Task 14 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

#### **Roadway, Embankments, and Bridge – Subsurface Exploration**

- Roadway soil test and embankment borings will be performed in general accordance with the SCDOT Geotechnical Design Manual. The CONSULTANT has assumed that cut and fill in the sections will generally be ten (10) feet or less for the majority of the roadway improvements. However, embankment cut and fill heights are expected to be in the ten (10) to twenty (20) range at the approaches for the new bridge.
- Preliminary soil test borings will be performed at a frequency of approximately 1,000 feet within the DEPARTMENT's right-of-way.
- Twelve (12) roadway and embankment soil test borings (Standard Penetration Test borings) will be performed up to depths ranging from twenty (20) to forty (40) feet, auger refusal or hole collapse (whichever occurs first) inside the DEPARTMENT right-of-way.
- Eight (8) intersection soil test borings (Standard Penetration Test Borings) will be performed up to a depth of 10 feet or auger refusal (whichever occurs first) inside the DEPARTMENT right-of-way.
- Three (3) bridge soil test borings (Standard Penetration Test Borings) will be performed up to a depth of 100 feet or auger refusal (whichever occurs first) inside the DEPARTMENT right-of-way. If rock is encountered before the termination depth then 10 feet of rock coring will be performed.
- Four (4) bulk samples will be obtained for laboratory testing to be used as part of roadway embankment analysis.
- One (1) downhole seismic boring will be performed in the SCDOT right-of-way near the planned bridge within the DEPARTMENT right-of-way.
- Bore holes will be backfilled with auger cuttings. Holes in the pavement will be patched with cold-patch asphalt.

#### **Other Field Testing Items**

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that eight (8) days of traffic control 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 2.

### **Field Engineering**

The CONSULTANT will provide oversight of field 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 shall 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:

- 50 Natural Moisture Content tests
- 40 Grain Size Distribution with wash No. 200 Sieve
- 50 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 10 Grain Size Distribution with Hydrometer
- 4 California Bearing Ratio (Using material collected from Bulk Samples)
- 4 Standard Proctor tests
- 2 Remolded Tri-axial Shear Test (CU) or Direct Shear depending on soil classification.
- 1 Electro-Chemical Analysis

### **Preliminary Roadway and Bridge Geotechnical Engineering Report**

The Preliminary Roadway and Bridge 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 will be written in accordance with the GDM Chapter 21 and will include preliminary recommendations for pavement thickness. The preliminary report will be signed and sealed by a registered SC Professional Engineer.

### **Field Exploration (Final Subsurface Exploration)**

Prior to beginning the final subsurface investigation field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT shall comply with all DEPARTMENT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTEMNT right-of-way.

CONSULTANT will observe that utility location marks remain from preliminary exploration. If utility marks have faded or expired then a new utility locate from SC811 will be requested.

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 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

### **Roadway, Bridge, Embankments, and Culverts – Subsurface Exploration**

- Final soil test borings will be performed at a frequency of approximately 1,000 feet within DEPARTMENT right-of-way or on private property with access permission obtained by the COUNTY. The combined preliminary and final boring spacing will be approximately every 500 feet.
- Twelve (12) roadway and embankment soil test borings (Standard Penetration Test Borings) will be performed to depths ranging from twenty (20) to forty (40) feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the Department right-of-way.
- Five (5) intersection soil test borings (Standard Penetration Test Borings) will be performed up to a depth of 10 feet or auger refusal (whichever occurs first) inside the DEPARTMENT right-of-way.
- Nine (9) bulk samples will be obtained for laboratory testing to be used as part of slope stability and pavement design.
- Based on information developed during the preliminary exploration four (4) undisturbed samples may be obtained in areas of soft cohesive soils where settlements and/or shear strength testing may be warranted.
- Ten (10) soil test borings (Standard Penetration Test Borings) will be performed to a depth of up to 20 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside DEPARTMENT right-of-way at locations of cross line culverts.
- Three (3) borings at the bents bridge will be extended to one hundred (100) feet below the ground surface.

### **Other Field Testing Items**

- Traffic control shall be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that eight (8) days of traffic control will be necessary.
- Clearing will be needed to access the bridge borings.
- At the completion of field work, all test locations shall be surveyed for latitude and longitude, elevation and station as part of Task 2.

### **Field Engineering**

The CONSULTANT will provide oversight of field 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 may include, as an estimate, the following:

- 35 Natural Moisture Content tests
- 35 Grain Size Distribution with wash No. 200 Sieve
- 35 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 4 California Bearing Ratio (Using material collected from Bulk Samples)
- 4 Standard Proctor tests
- 2 Consolidation test
- 2 Remolded Tri-axial Shear test (CU) or Direct Shear depending on soil classification.

### **Final Roadway and Bridge Geotechnical Engineering Report**

The Final Roadway and Bridge Geotechnical Engineering Report shall be conducted in general accordance with the procedures outlined in the GDM. The report shall include a subsurface profile for the final geotechnical subsurface explorations in accordance with the GDM Chapter 7. The final geotechnical engineering report shall be written in accordance with the GDM Chapter 21 and will include a recommended pavement section for the new pavement and existing pavement. The final report will be signed and sealed by a registered SC Professional Engineer. The report shall be submitted with the Final Roadway Plans.

The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

#### *Limitations and Exceptions:*

- Exploration and design for retaining walls are not included.
- Exploration and design for mast arms and other structures besides the bridge over Spears Creek are not included.
- Any permissions to obtain access to private property will be obtained by the County.
- Consultant is not required to obtain an SCDOT encroachment permit for this project.
- The bridge will have a maximum for four (4) spans.

## **Task 7**

### **Hydrologic and Hydraulic Design**

All hydraulic design and documents will be in compliance with the following design criteria:

- SCDOT's Requirements for Hydraulic Design Studies, latest edition;
- SCDOT Standard Drawings;
- The Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) as administered under general permit by the SC Department of Health and Environmental Control (DHEC);

- FEMA Regulations, 44CFR Chapter 1;
- The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.;
- South Carolina State Water Law
- AASHTO “Highway Drainage Guidelines” dated 2007;
- SCDOT “Stormwater Quality Design Manual”;
- SCDOT Supplemental Specifications
- USGS envelope curves methods and Hydraulic Engineering Circular Number 18, Evaluating Scour at Bridges

### **Site Visit and Data Review**

The **CONSULTANT** shall perform a project data collection phase to gather technical and historical information pertinent to the project. This will include file research, report and publication review, contact with appropriate Federal, State and local agencies, review of survey data, gage data, geotechnical data, planning documents, and project plans, as well as contact with local maintenance personnel as appropriate. A field study of the project site and a review of comparative bridges on the same stream shall be performed. **CONSULTANT** shall provide the Site Inspection Report and the Risk Assessment Form after the site visit.

### **Bridge Hydraulic Study**

The **CONSULTANT** will perform a preliminary analysis of the hydrologic/hydraulic characteristics of the existing and proposed bridges using the one-dimensional computer program HEC-RAS. The **CONSULTANT** shall obtain the original flood study model from FEMA; it is assumed that the available flood study model will be in HEC-RAS format and accurately reflect the information provided in the Effective Dec. 21, 2017 FIS (45079CV001B - 45079CV004B) and FIRM (45079C0276L – Dec. 21, 2017). The **CONSULTANT** will evaluate the hydraulic performance of the proposed bridge by inserting the necessary bridge data information into the HEC-RAS model and computing water surface profiles for the design discharge. If the performance does not meet the required criteria described in Section 6.2.4, the geometry will be adjusted accordingly and re-evaluated until the design criteria are satisfied.

Should the original flood study model not be in HEC-RAS format, and/or have errors, and/or insufficient data, the **CONSULTANT** will update the modeling as necessary.

The **CONSULTANT** will finalize the bridge hydraulic study based on road construction plans and will provide a final bridge hydraulic report to the **DEPARTMENT**. The **CONSULTANT** will also plan to attend one (1) meeting at the request of the **DEPARTMENT**.

The **CONSULTANT** shall perform the scour analysis for the proposed bridges in accordance with USGS envelope curves methods, FHWA’s HEC-18 and the **DEPARTMENT**’s guidelines. Scour analysis will be performed to ensure bridge foundations withstand floods equal to the 100-year flood or smaller floods, if they result in scour depths equivalent to the 100-year flood. In addition, scour analysis will be performed to ensure bridge foundations do not fail due to a 500-year flood. The **CONSULTANT** will provide 100-year and 500-year scour profile information for the bridge

using data developed by the HEC-RAS model; and, if applicable, USGS envelope curves. The 100-year and 500-year scour will be plotted to scale on the Triple Profile.

The bridge is located in a FEMA Zone AE with Base Flood Elevations and a defined Floodway. The Floodplain and Floodway will be assessed to determine the impacts of the project. If feasible, improvements will be designed to achieve a “No-Impact” certification. **CONSULTANT** will coordinate with the local floodplain manager as necessary.

If the proposed culvert replacement does not meet the minimum requirements for a “No-Impact” certification, a Conditional Letter of Map Revision (CLOMR) application will be prepared by the **CONSULTANT** upon approval of contingency funding. Preparation of a CLOMR is not included.

### **Roadway Drainage Design**

The **CONSULTANT** will perform the necessary roadway drainage design to analyze the sizing of proposed storm drainage piping systems and roadside ditches. The **CONSULTANT** will design closed drainage systems using Geopak Drainage.

The **CONSULTANT** will perform a hydrologic and hydraulic analysis on each of the cross-drainage structures for the post construction conditions. Based on this evaluation, the **CONSULTANT** will provide recommendations for retaining, replacing or development of other drainage alternatives for each cross-drainage structure.

The **CONSULTANT** will determine the pre-construction versus post-construction flows, and the outfall channel will be evaluated to determine the effects of the proposed construction. Outfalls will be evaluated in accordance with DEPARTMENT and NPDES regulations. If required to control stormwater quality or quantity, 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.

The **CONSULTANT** will perform the necessary drainage design for the bridge deck drains. Minimize the scuppers over the body of water as much as practical.

The **CONSULTANT** will attend an office meeting with the **DEPARTMENT** to discuss the roadway drainage.

The **CONSULTANT** will prepare a final roadway drainage report containing all calculations.

The **CONSULTANT** will develop drainage sheets showing existing drainage features, proposed drainage features, and sediment & erosion control features

The **CONSULTANT** will develop pipe cross sections for all proposed cross line pipes.

### **Railroad Drainage Coordination**

The project includes two at-grade railroad crossings. Coordination will be required

throughout the design process including the stormwater design. The roadway design will be developed to minimize impacts to the existing conditions in the area of the railroad. The stormwater conditions within the area of the railroad crossings will be summarized in a separate report and will be utilized during railroad coordination efforts.

### **Design Field Review**

Representatives from the CONSULTANT, involved in drainage design will perform two (2) field reconnaissance reviews of the project during the plan development. All information gathered during this field investigation will be evaluated and plans revised accordingly.

#### **Deliverables:**

- One (1) copy of the Signed and Sealed Roadway Hydraulic Design Study Report, including the cross drainage recommendations.
- One (1) copy of the signed and sealed Bridge Hydraulic Report.
- One (1) Signed and Sealed Railroad Drainage Report
- One (1) copy of all hydraulic reports listed above in .pdf format.

## **Task 8**

### **Sediment and Erosion Control/NPDES Permitting**

#### **Sediment and Erosion Control**

The project will include the development of Erosion and Sediment Control (E&S) Plans as well as the preparation of Supporting Documentation for the National Pollutant Discharge Elimination System (NPDES) Notice of Intent Permit Application.

The E&S Plans will be prepared on replications of the plan sheets and at the same plan scale, unless otherwise agreed upon. The E&S 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 dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The plans will reference the City of Columbia standards 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 Rights-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 City of Columbia Standards. 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 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 develop the NPDES permit application as well as the submittal of any required supporting data and submit to the **COUNTY** and **CITY**, where applicable. 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 revise the construction plans as required by the permit reviewer.

**Deliverables:**

1. One (1) Signed and Sealed set of erosion control sheets will be provided for inclusion in the Final Construction Plans
2. One (1) hard copy of the Signed and Sealed Stormwater Pollution Prevention Plan (SWPPP)
3. NPDES Permit

## **Task 9**

### **Roadway Plans**

***Design Criteria*** – The **CONSULTANT** shall prepare and submit, for SCDOT and COUNTY review, design criteria for the project. These criteria shall address all design features for roadway, hydraulic and bridge design. Upon approval of design criteria, the **CONSULTANT** will be authorized to begin Preliminary Plans.

#### ***Preliminary Roadway Design and Plans***

The **CONSULTANT** will prepare Preliminary Plans, developed to the level of detail of approximately 30% complete Construction Plans that comply with DEPARTMENT RDM standards for 30% plans. The Preliminary Plans for the project will be prepared at a scale that illustrates pertinent information associated with design. The plans will be sufficiently developed to illustrate the construction limits and proposed rights-of-way requirements of the entire project. The plans will incorporate information obtained during initial utility coordination and the design will be adjusted where possible to minimize utility impacts. Additionally, the design will be adjusted to minimize impacts to developed properties and wetlands.

1. A title sheet showing a location map, traffic data
2. Typical sections;
3. Geometric control (vertical and horizontal);
4. Reference points;
5. Horizontal and vertical alignments;
6. Roadway and drainage plan/profile sheets, at a scale of 1 in. equals 20 ft horizontal, showing existing conditions, existing utilities (from field survey or information received from utility owners), survey baseline, proposed centerline, edges of pavement, driveways, construction limits, drainage features, right-of-way, and easements. Proposed horizontal and vertical geometry will also be shown.

7. Review of clear zone barrier warrants and slope adjustments;
8. Limits of existing right-of-way and adjacent properties;
9. Development of preliminary storm drainage plan and type, size, invert elevation and location of major storm drainage features including outfall ditches, sediment basins and roadway ditches;
10. Type, size, and location of existing major utility facilities;
11. Preliminary cross-sections located at 100-foot intervals along tangent sections and 50-foot intervals in curves;
12. Construction limits;
13. Property lines, property parcel number, and ownership;
14. Proposed right-of-way and easements;
15. The CONSULTANT will conform to the SCDOT and FHWA design standards in preparation of the roadway plans. During plan development, the CONSULTANT will use the most recent standards in effect at the time of the contract execution as listed in Section 4.1.1.
16. In developing preliminary plans, the CONSULTANT will conform as much as possible to existing roadway alignments, profiles, and geometric designs.
17. Preliminary plans will be developed and serve as the base documents for further refinement into the final right-of-way plans.
18. All plans will be prepared using MicroStation and GeoPak.

The CONSULTANT shall submit Preliminary Plans to the COUNTY for review and comment. Comments from the COUNTY will not require resubmittal of plans; comments received will be incorporated into the next design phase of the project.

Upon completion of the Preliminary Plans, the CONSULTANT will provide the COUNTY with one (1) half-size hard copy set of plans along with a PDF (full size) and CADD files.

### **Design Field Review (DFR) #1**

Representatives from the COUNTY, DEPARTMENT and CONSULTANT, involved in roadway, bridge and hydraulic design will perform one (1) field reconnaissance of the project during the preliminary plan development. CONSULTANT will prepare one set of plans for use during the Field Review. All information gathered during this field investigation will be evaluated and plans revised accordingly.

### **Cost Estimate**

The CONSULTANT shall develop and submit a detailed cost estimate along with the submittal of preliminary plans. The estimate shall be developed to the level of detail similar to a typical 30% complete project that complies with DEPARTMENT RDM standards for 30% plans.

### **Right-of-Way Plans**

Utilizing the Preliminary Roadway Plans design, 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 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:

The CONSULTANT will incorporate information obtained during the SUE phase of the project.

The CONSULTANT will provide curb grades around side roads and major driveway radii.

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 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 Field Review with the COUNTY to review the project design in the field.

The CONSULTANT will be responsible for providing an initial list of moving and demolition items to the COUNTY for use by the right-of-way agent.

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.

Electronic media receivables for Right-of-Way Plans will be provided on CD 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 Exhibit "A".

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 Exhibit "A".

### **Final Roadway Design and 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.

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.

### **Design Field Review (DFR) #2**

The CONSULTANT will attend the Final Roadway Plans Design Field Review with the COUNTY to review the project design in the field.

A set of Preliminary Construction Plans will be submitted to the COUNTY for review prior to final plan delivery. 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 COUNTY'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.

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.

Deliverables:

- One (1) PDF of Design Criteria Report
- One (1) full size to scale PDF of Preliminary "DFR" plans
- One (1) full size to scale PDF of final Right-of-Way plans and cost estimate
- Electronic PDF files of Final Roadway Construction Plans individually, electronically signed and sealed. See SCDOT Digital Signatures Manual.
- One (1) Cost Estimate for Preliminary, Final Right-of-Way & Construction Plans

- One (1) CD/DVD containing final plan design files
- One (1) electronic PDF and one (1) electronic MSWord copy of Special Provisions
- One (1) PDF of design and quantity calculations

Submittals are as follows:

- a. 30% Plan submittal for COUNTY and DEPARTMENT review and comment.
- b. 65% Plan submittal for COUNTY review and comment.
- c. Revised 65% Plan Submittal for DEPARTMENT Review and Comment.
- d. 70% Plan submittal for DEPARTMENT Review and Comment.
- e. Revised 70% Plan Submittal for DEPARTMENT Review and Approval.
- f. 90% Plan submittal for COUNTY Review and Comment.
- g. Revised 90% Plan Submittal for DEPARTMENT Review and Comment.
- h. 100% Plan Submittal for DEPARTMENT Review and Approval.

## **Task 10**

### **Transportation Management Plan**

#### **Maintenance of Traffic 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.

Temporary drainage design will be shown on the Maintenance of Traffic Plans. The temporary drainage will be designed to accommodate a 2-year design event.

Conceptual traffic control plans will be submitted with the right-of-way plans. 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.

CONSULTANT will initiate development of the Transportation Management Plan (TMP) as detailed in the "Rule on Work Zone Safety and Mobility". The CONSULTANT will prepare checklists and provide to the DEPARTMENT identifying preliminary TMP assumptions.

Quantity Computations – Based upon the final signing and pavement marking plans, quantity computations will be performed by CONSULTANT for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the final plans.

## **Task 11**

### **Bridge Plans**

#### **Bridge Plans**

The **CONSULTANT** will conform to the following SCDOT and FHWA design standards in preparation of the bridge plans. All Bridge Plans will receive a thorough QA/QC review by the **CONSULTANT** prior to submittal to the **DEPARTMENT**.

1. The SCDOT Bridge Design Manual, 2006
2. SCDOT Bridge Design Memoranda to RPG Structural Engineers and Design CONSULTANTS, issued after April, 2006
3. AASHTO LRFD Bridge Design Specifications, 7th Edition (2018), with interim revisions.
4. SCDOT Bridge Drawings and Details, latest versions
5. Road Standard Drawings and Details, latest versions
6. 2019 SCDOT Geotechnical Design Manual, Version 2.0
7. 2008 SCDOT Seismic Design Specifications for Highway Bridges, Version 2.0
8. SCDOT Standard Specifications for Highway Construction, 2007 edition
9. ANSI/AASHTO/AWS D1.5 Bridge Welding Code, the latest edition
10. Standard Special Provisions and Supplemental Specifications used by SCDOT
11. **SCDOT** Load Rating Guidance Document.
12. **SCDOT** Manual of Bridge Evaluation, latest edition

The **CONSULTANT** will provide the **DEPARTMENT** the following for the bridge structure:

#### **11.1 Preliminary Bridge Plans**

The **CONSULTANT** will develop Preliminary Bridge Plans in accordance with Section 3.3 of the SCDOT Bridge Design Manual and in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. Development of the Preliminary Bridge Plans will begin after and include recommendations from the Preliminary Bridge Geotechnical Engineering Report (PBGER). The Preliminary bridge plans will be approved by **SCDOT** and the **COUNTY** prior to beginning 95 % Bridge Plans.

##### **11.1.1 Deliverables:**

- 11.1.1.1 Four (4) half-size hard copies of the Preliminary Bridge Plans
- 11.1.1.2 One digital PDF copy of the full-size Preliminary Bridge Plans
- 11.1.1.3 One hard copy of the Preliminary Bridge Geotechnical Engineering Report (PBGER)
- 11.1.1.4 One digital PDF copy of the PBGER
- 11.1.1.5 One bridge construction cost estimate and estimated schedule for construction.

## 11.2 95% Bridge Plans

95% Bridge Plans will be prepared as described herein. Comments made by the **SCDOT** and the **COUNTY** during the Preliminary Plan review will be addressed and incorporated into the 95% Bridge Plan submittal, with responses to each comment provided on the comment matrix. Constructability of the bridge superstructure and substructures will be considered in the development of the plans, including maintenance of traffic, access for construction equipment, placement of reinforcing steel, clearances required for the use of equipment, and foundation considerations. The 95% Bridge Plans will consist of the following:

- 11.2.1 Plans will be neatly drawn and professionally prepared. Plans will be thoroughly reviewed and fully checked by Consultant for correctness, accuracy, and consistency before submittal to the **SCDOT** for review.
- 11.2.2 Seismic analysis will be completed according to the **SCDOT's** Seismic Design Specifications for Highway Bridges, 2008 and SCDOT Geotechnical Design Manual.
- 11.2.3 Deck drainage calculations will be performed by the hydraulic engineer and the **SCDOT** will be prepared to provide a closed drainage system if required (Any closed drainage system design needs to be approved by the **SCDOT** prior to designing or being assumed as part of environmental mitigation).
- 11.2.4 95% Bridge plans will incorporate recommendations from the Final Bridge Geotechnical Engineering Report (FBGER).
- 11.2.5 95% plan sheets provided will be in accordance with SCDOT Bridge Design Manual. Additional sheets may be necessary to show details required for construction and shall be provided as deemed necessary by the **CONSULTANT** and the **SCDOT**.
- 11.2.6 Deliverables
  - 11.2.6.1 Four (4) half-size hard copies of the 95% Bridge Plans
  - 11.2.6.2 One (1) digital PDF copy of the 95% Bridge Plans
  - 11.2.6.3 One (1) hard copy of the Final Bridge Geotechnical Engineering Report (FBGER).
  - 11.2.6.4 One (1) digital PDF copy of the FBGER
  - 11.2.6.5 One (1) updated bridge construction cost estimate (digital PDF)
  - 11.2.6.6 Special Provisions (digital PDF copies)

## 11.3 FINAL BRIDGE PLANS (100%)

The **CONSULTANT** will develop final bridge plans. Comments made by the **SCDOT** and the **COUNTY** during the 95% Plan review will be addressed and incorporated into the Final Bridge Plan submittal, with responses to each comment provided on the comment matrix. The Final Bridge Plans will be prepared as follows:

- 11.3.1 Prepare in conformity with current practices of the **SCDOT** with regard to method of presentation, scales, billing of pay items, special drawings and summaries thereof. Standard drawings of the **SCDOT** will be used to the extent feasible and will be furnished by the **SCDOT**, to be modified by the **CONSULTANT** to fit the particular needs of the project. Construction drawings will be on sheets of the size, and with standard markings utilized by the **SCDOT**. Scale of drawings and lettering size will be such as to provide clear and legible reproductions when reduced to half size. The construction plans will bear the **CONSULTANT**'s seal and signature as a registered professional engineer, in the State of South Carolina, on each plan sheet.
- 11.3.2 The **CONSULTANT** will prepare special provisions concerning items of construction not covered by the **SCDOT** standard specifications, supplemental specifications or standard bridge special provisions, as well as special treatments during construction. Special Provisions provided by the **CONSULTANT** shall include a cover sheet listing all special provisions provided by the **CONSULTANT** for this project. The cover sheet shall be sealed and signed by a registered professional and sealed by the engineer of record for the project. An electronic copy of the special provisions shall also be provided to the **SCDOT**.
- 11.3.3 The **CONSULTANT** will prepare the final bridge pay item cost estimate.
- 11.3.4 The **CONSULTANT** will prepare a detailed construction time estimate for the bridge work.
- 11.3.5 Bridge Load Rating: Along with the final bridge plans submittal, the **CONSULTANT** shall submit the Bridge Load Rating in accordance with **SCDOT** Load Rating Guidance Document. All load ratings shall be electronically sealed and signed by a registered professional engineer in the State of South Carolina.
- 11.3.6 Deliverables
  - 11.3.6.1 One (1) full size, unbound set of Final Bridge Plans in manila plan folder (provided by **SCDOT**)
  - 11.3.6.2 One (1) digital PDF copy of Final Bridge Plans
  - 11.3.6.3 Two (2) half-size hard copies of Final Bridge Plans
  - 11.3.6.4 One (1) hard copy and one (1) digital PDF copy of final bridge pay item cost estimate
  - 11.3.6.5 One (1) hard copy and one (1) digital PDF copy of special provisions
  - 11.3.6.6 One (1) hard copy and one (1) digital PDF copy of detailed construction time estimate
  - 11.3.6.7 One (1) hard copy and one (1) digital PDF copy of list of required supplemental specifications
  - 11.3.6.8 One (1) electronic PDF of Special Provisions
  - 11.3.6.9 One (1) digital PFD copy of design and quantity calculations, if requested by the **SCDOT**

- 11.3.6.10 One (1) electronic PDF file of Bridge Load Rating electronically signed and sealed

## **Task 12**

### **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 13**

### **Railroad Coordination**

Upon Notice to Proceed, the CONSULTANT will review all previous railroad coordination efforts undertaken regarding the railroad crossing. After review of the efforts to date, the CONSULTANT will contact the Railroad to begin the coordination process and determine the appropriate point of contact.

During early coordination, the CONSULTANT will provide the Railroad representatives with an overview map and project description in order to determine their existing and future use of the railway within the project limits and solicit preliminary feedback on the requirements for the project.

The CONSULTANT will obtain up-to-date Preliminary Design (PE) Agreements and Construction Agreements as well as any specific requirements that the Railroad may have at this site.

The CONSULTANT will provide copies of the Railroad Agreement(s) and any additional requirements of the Railroad to the COUNTY for a legal review and concurrence. The CONSULTANT will not perform any negotiations regarding the terms of the agreements with the Railroads; this is to be performed by the COUNTY or the OWNER.

The CONSULTANT will determine the limits of Railroad right-of-way based on property plans, old plans, and/or tax maps and show the right-of-way limits relative to the information in the location survey. This information will be provided to the Railroad for concurrence and the CONSULTANT will coordinate with the Railroad regarding any discrepancies in the right-of-way.

The CONSULTANT anticipates that a separate right-of-entry agreement with the Railroad may be required for surveys, borings, and other design tasks that may require encroachment onto

Railroad right-of-way. The CONSULTANT will coordinate to obtain this permit if necessary. The CONSULTANT will coordinate with the Railroad flagman concerning times when field operations will be occurring within the railroad right-of-way.

The CONSULTANT will reimburse the Railroad for required flagman operations associated with pre-construction surveys, SUE, environmental and geotechnical investigations. The CONSULTANT will purchase a Railroad Public Liability insurance rider under the Railroads' policy to cover field operations. The CONSULTANT will invoice these costs to the COUNTY as a reimbursable expense.

Upon concurrence by the COUNTY on the terms of the PE Agreement, the CONSULTANT will coordinate with the COUNTY to complete the PE Agreement and provide the completed PE Agreement to the COUNTY for execution. Execution of the PE Agreement is required for the Railroad to perform their review of the preliminary plans.

After the PE Agreement is executed with the Railroad, the CONSULTANT will submit preliminary plans to the Railroad for review. The CONSULTANT will coordinate with the representatives from the Railroad as necessary during the review period to facilitate their review of the plans. A 30-day review period by the Railroad is assumed for the preliminary plans.

The CONSULTANT will coordinate with the Railroad and will include any necessary Special Provisions conveying all applicable requirements of the Railroad in the Construction Contract Documents; this includes but is not limited to special insurance requirements, flagging requirements, requirements to facilitate construction inspection by railroad representatives, etc.

The CONSULTANT will NOT reimburse the Railroad for submittal fees and engineering services and handling costs associated with their internal plan approval and coordination process. These costs, if any, will be negotiated in the agreement signed between the COUNTY and the Railroad.

## **Task 14**

### **Subsurface Utility Exploration**

#### ***Sub –Surface Utility Engineering (SUE)***

Within 45 days of Notice to Proceed of the contract and if requested by the COUNTY, the CONSULTANT shall 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, prior rights, and any preliminary assessment of impact with respect to the scope of the proposed project. This information will be used to specifically define the limits of the SUE work to be performed. For estimating purposes, assumptions will be made as to the extent of utilities that currently exist within the project corridor. The cost associated with designating and locating the utilities will be estimated on a per linear foot basis for underground and aerial facilities and per each for test holes. The per linear foot and per each cost will be all inclusive of the labor, equipment, and deliverables required for SUE.



### **SUE Work**

The CONSULTANT shall perform work in two (2) phases. The first phase consists of designating services (Quality Level B, C and D). 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**

In the performing of designating services under this Agreement, the CONSULTANT shall:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level ‘B’ information for approximately 98,880 LF of underground utilities.
- Provide all equipment, personnel and supplies necessary for the completion of Quality Level ‘C’ information for approximately 2000 LF of underground utilities
- Provide all equipment, personnel and supplies necessary for the accurate recording of information for approximately 16,480 LF of aerial utilities.
- Conduct appropriate records and as-built plans research and investigate site conditions.
- 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.
- Designate the approximate horizontal position of existing utilities by paint markings 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.
- Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
- Draft survey information using SCDOT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
- 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.
- Provide notification to key the COUNTY personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

### **Locating**

In the performance of locating services under this Agreement, the CONSULTANT shall:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level 'A' information for an estimated 5 test holes.
- Conduct appropriate records and as-built plans research and investigate site conditions.
- 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.
- Perform electronic sweep of the proposed conflict and other procedures necessary to adequately "set-up" the test hole.
- 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.
- Provide notification to the TOWN concerning (a) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; (b) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; (c) the outside diameter of the utility and configuration of non-encased, multiconduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the benchmarks and/or project survey data used to determine elevations; (f) the paving thickness and type, where applicable; (g) the general soil type and site conditions; and (h) such other pertinent information as is reasonable ascertainable from each test hole site.
- 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.
- 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.
- Test hole information shall be formatted and presented on CONSULTANT's certification form and listed in a test hole data summary sheet.
- Certification form shall be reviewed and sealed by a professional engineer or land surveyor licensed in South Carolina and in responsible charge of the project.
- Provide notification to key TOWN personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

**Sanitary Sewer Manhole Rim and Invert Elevation (By Others)**

In performing services hereunder, the CONSULTANT shall:

- Provide all equipment, personnel and supplies required to perform its services. The CONSULTANT shall determine which equipment, personnel and supplies are required to perform such services.

- Label each manhole in the field, on the field sheet and in the field book.
- Sketch the configuration of pipes in each manhole and orient sketch with a north arrow.
- Record the material type, diameter (I.D.) and flow direction of each pipe.
- Measure the vertical distance between the rim and the invert of each pipe and record this distance as the “actual” for each pipe.
- Compare pipe configuration with records and note any discrepancies.
- Sanitary sewer manholes will be surveyed and tied to project horizontal and vertical control. Elevations will be provided for each accessible rim and invert.
- Horizontal data on the sanitary sewer lines will be obtained at “Quality Level C”. Flow lines will be depicted as running straight between structures unless record information or site conditions indicate otherwise.
- Final review and seal of deliverables by a professional engineer or land surveyor licensed in South Carolina and in responsible charge of the project.
- The CONSULTANT will provide all services to the standard of care applicable in the subsurface utility engineering profession.

### **Aerial Facilities**

- Provide all equipment, personnel and supplies required to perform its services. Determine which equipment; personnel and supplies are required to perform such services.
- Conduct appropriate records research.
- Prepare appropriate field sketches of poles and aerial utilities, which shall be referenced to project control provided by the client.
- Plot survey information onto base plans provided by the client using Computer Aided Drafting and Design ("CADD") systems.
- Provide a pole data sheet that includes available information such as:
  - survey shot number
  - pole tag number
  - pole class
  - pole material type
  - pole diameter
  - pole owner
  - type of utility
  - owner of utility
  - number of guy anchors
- miscellaneous notes
- Compare survey information plotted on base plans with information provided from field sketches and evaluate all plotted information in the field for accuracy and reliability.
- Final plot all information using DEPARTMENT CADD guidelines for Subsurface Utility Engineering consultants (latest version) to account for any corrections noted from the previous step and review plan sheets against:
  - records

- field sketches
- CADD drafting
- field notes
- 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.
- Return final work product to the client and review project with the same.
- Will provide all services to the standard of care applicable in the subsurface utility engineering profession.

## **Task 15**

### **Utility Coordination**

#### **Project Description**

The CONSULTANT will provide Utility Coordination services within the project limits.

#### **Assumptions:**

- Five (7) utilities
- One (1) site visit
- Ten (10) meetings

#### **General Responsibilities and Duties**

The CONSULTANT shall have the responsibility of coordinating the Project development with all utilities that may be affected. All utility relocations shall be handled in accordance with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A & B.

These services shall be performed by individuals skilled and experienced in utility coordination services.

The CONSULTANT shall work with designers of the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. This may include, but is not limited to, utilizing all available utility data, whether obtained from SUE services, as-built plans, or provided by the SCDOT or some other source. The CONSULTANT will be expected to determine all utility conflict points, including all work to properly analyze each conflict point, and make recommendations for resolution of the conflict where possible.

The utility company shall not begin their relocation work until authorized in writing by the SCDOT.

The CONSULTANT shall prepare and maintain a Utility Conflict Matrix (UCM) in order to track each utility within the project limits during the life of the Project.

#### **Proposed Schedule**

- Early UC Email: 90 days from NTP

- Preliminary UC Report: 30 days after Final ROW Plans approval
- Right-of-Way Date: TBD
- Final UC Report: 10 days prior to Utility Obligation Date
- Utility Certification: 3 months prior to Construction Obligation Date
- Construction Obligation Date: TBD
- Construction Let Date: TBD
- Construction Completion Date: TBD

**Early Utility Coordination (0% Final Plan Drawings) Project Preliminary Review:**

The CONSULTANT shall coordinate with the SCDOT Program Manager to collect and review available project plans and the proposed scope of construction.

Utility Introduction Letter: (Required) The CONSULTANT shall develop a Utility Introduction Letter for each utility company. This letter shall be populated by the CONSULTANT with the utility company's information (to include the company's contact person, mailing address, telephone number and appropriate email address) and electronically sent to the SCDOT State Utility Engineer for signature and mailing.

Utility Record Collection and Review: The CONSULTANT shall initiate early coordination with all utility companies that are located within the Project limits. Coordination shall include, but shall not be limited to, contacting each utility company to advise the company of the proposed Project, obtaining copies of as-built plans for the existing utility facilities (if available), perform a review of utility as-built plans and determine the utility company's requirements for the relocation of their facilities.

Site Visit: The CONSULTANT shall perform a site visit for a visual inventory of existing utilities within the proposed project limits. If it is determined by the SCDOT that an in-depth SUE mapping investigation will not be performed, the CONSULTANT is encouraged to use the "One Call" design ticket service provided by SC811 prior to their Site Visit.

Coordination Meeting with Utility Companies: The CONSULTANT shall coordinate and conduct a preliminary review meeting with the utility companies (if deemed necessary) for the completion of Early Utility Coordination.

SUE Mapping Recommendation: The CONSULTANT shall develop a SUE recommendation for the project dependent on the information gathered and the projected level of Utility Coordination expected for the Project as directed by the SCDOT Program Manager.

Utility Clearance Separation Values: The CONSULTANT shall determine the minimum vertical separation values required by each utility. These values will provide the SCDOT Project Manager vertical clearance design criteria during preliminary project development.

Early Utility Coordination Email: The CONSULTANT shall prepare and send the Early Utility Coordination Email to the SCDOT Program Manager, SCDOT Utility Office and the District

Utility Coordinator. Email to be used as an informal summary of the Early Utility Coordination tasks.

### **Early Utility Coordination Deliverables**

The CONSULTANT shall prepare and submit to the SCDOT an Early Utility Coordination Email within 90 days after receiving the Notice To Proceed (NTP) which includes:

1. List of all utility companies and contact information within the project limits.
2. Utility Introduction Letter (Required).
3. Early assessment of each Utility Company's facilities located within project limits.
4. Utility Companies Coordination Meeting Notes.
5. SUE Mapping Recommendation.
6. Utility Clearance Separation Values.
7. Utility Relocation Schedule.

### **Preliminary Utility Report (30% Final Plan Drawings)**

Initial Plan Distribution: The CONSULTANT shall provide the utility company with preliminary design plans as soon as the plans have reached a level of completeness adequate to allow the company to begin understanding the Project impacts.

Coordination Meeting with Utility Companies: The CONSULTANT shall coordinate and conduct a review meeting with the utility companies to assess and explain the impact of the Project to the company. The SCDOT's Program Manager, Resident Construction Engineer (RCE), Resident Maintenance Engineer (RME), District Utility Coordinator and Utilities Manager (or designee) shall be included in this meeting.

Collection and Review of Prior Right Documentation: The CONSULTANT shall request the prior rights documents for each utility company's facilities. If there is a dispute over prior rights with a utility, the CONSULTANT shall be responsible for resolving the dispute and making a recommendation to the SCDOT. The CONSULTANT shall meet with the SCDOT's Program Manager to present the prior rights information gathered. This information must be sufficient for the SCDOT's Program Manager to certify the extent of the utility company's prior rights. The SCDOT shall have final approval authority as to the determination of whether the utility company has prior rights.

Preliminary Utility Report: The CONSULTANT shall prepare the Preliminary Utility Report.

Progress Review Meeting: The CONSULTANT shall conduct a progress review meeting with the SCDOT Project Manager.

### **Preliminary Utility Report Deliverables**

The CONSULTANT shall prepare and submit to the SCDOT a Preliminary Utility Report within 30 days after receiving the Final ROW Plan Approval which includes:

1. List of all utility companies and contact information within the project limits.
2. Utility Company Coordination Meeting Notes.
3. Preliminary recommendation as to the extent of each utility company's prior rights.
4. Preliminary assessment of the impact to each utility company, including costs, as can best be determined at the time.
5. Recommendations for In-Contract Utility Relocations.
6. Recommendations for early Utility Relocations prior to the start of construction.
7. Preliminary Utility Report to be delivered in an electronic format (pdf).

### **Constructability Review Meeting**

Constructability Review Meeting: The CONSULTANT shall plan and conduct a Constructability Review Meeting with all utility companies in order to discuss any conflicts with proposed utility relocations vs. roadway construction work and any conflicts between various utilities. The SCDOT's Program Manager, Resident Construction Engineer (RCE), Resident Maintenance Engineer (RME), District Utility Coordinator and Utilities Manager (or designee) shall be invited to the meeting.

### **Final Utility Report (90% Final Plan Drawings)**

Relocation Sketch Request: The CONSULTANT shall request each utility company to provide a Relocation Drawing of their affected utilities. The utility company may use the SCDOT's design plans for preparing Relocation Drawings. These plans shall contain all available data that may be helpful to the utility company in assessing the utility impact. If a party other than the utility company or its agent prepares Relocation Drawings, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Drawings as shown.

Utility Agreement Collection: The CONSULTANT shall be responsible for collecting the following from each utility company that is located within the project limits: Final Relocation Drawings including letter of "no cost" where the company does not have a prior right; Utility Agreements including cost estimate, relocation plans and prior rights documentation where the company has a prior right; Letters of "no conflict" with supporting documentation where the company's facilities will not be impacted by the Project; Applicable approved permits must be in place for all Utility Companies; Easement acquisition documentation when applicable.

Utility Agreement Review: The CONSULTANT shall review all Relocation Drawings and Utility Agreements to ensure that relocations comply with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The CONSULTANT shall also ensure that there are no conflicts with the proposed highway improvements, and ensure that there are no conflicts between each of the utility company's relocation plans.

**Final Utility Report: The CONSULTANT shall prepare the Final Utility Report.**

**Utility Conflict Matrix: The CONSULTANT shall complete the Final Utility Conflict Matrix.**

### **Final Utility Report Deliverables**

The CONSULTANT is expected to assemble the information included in the Utility Agreements and Relocation Drawings in a final and complete form and in such a manner that the Department may approve the submittals with minimal review. Each Utility Agreement and Relocation Drawing submitted must be accompanied by a certification from the CONSULTANT stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another utility company's relocation plan. The report shall also contain the CONSULTANT's recommendation for approval of the Utility Agreements and Relocation Drawings and the CONSULTANT's recommendation that, from a utilities standpoint, the Project is ready to be let to contract. The CONSULTANT shall prepare and submit to the Department a Final Utility Report no later than a minimum of 120 days prior to the Obligation date that includes: List of all utility companies and contact information within the project limits:

1. List of all utility companies and contact information within the project limits.
2. Utility Companies Coordination Meeting Notes.
3. All prior rights supporting documentation.
4. Description of each utility company's relocation plans.
5. Final assessment and explanation of the Project impact to each utility company.
6. Utility Company Relocation Drawings.
7. Letters of "No Cost".
8. Utility Agreements.
9. Letters of "No Conflict".
10. Recommendation for approval of the Final Utility Agreements and Relocation Drawings.
11. Verification of no conflict of the Final Utility Agreements, Relocation Drawings and the Project.
12. Final estimated utility relocation cost for all utilities.
13. Utility Conflict Matrix (UCM).
14. Utility Relocation Schedule.
15. Utility Permits.
16. Utility Easement Documentation.
17. Utility Special Provisions.
18. Memorandum of Agreement (MOA).

### **U-Sheets (100% Plan Drawings) - U-Sheets:**

The CONSULTANT shall prepare and maintain a compilation of all utility relocation plans on one set of the project plans. These plans (U-sheets) will be used during the project development, and



the final set may be included in the bid documentation for information only and will reference the actual relocation plans prepared by the utility.

## **U-Sheet Deliverables**

1. U-Sheets

## **Task 16**

### **Right-of-Way Services**

The COUNTY shall perform all right-of-way acquisition services in accordance with the following tasks for approximately 60 parcels requiring acquisition or permissions. The CONSULTANT shall be responsible for right-of-way staking and right-of-way exhibit preparation.

COUNTY shall provide a final moving items list, removal and disposal items lists, and a UST and fencing list based on the appraisal and negotiations in accordance with the County's construction schedule.

### **Assumptions.**

It is assumed 60 parcels will be acquired.

## **Task 17**

### **Bidding Services**

- The CONSULTANT shall prepare the bid documents necessary to successfully bid the project. Documents shall include all standard County documents as well as special provisions of both the County and the SCDOT.
- The CONSULTANT shall provide the COUNTY with necessary information to be used for advertising for the project. The COUNTY will be responsible for any fees associated with the advertisement.
- The CONSULTANT shall conduct the Pre Bid Conference. The CONSULTANT shall prepare the Pre Bid Agenda for distribution at the conference.
- The CONSULTANT shall conduct the Bid Opening. The CONSULTANT shall COUNTY in evaluate of the bids received, prepare the bid tabulations, and recommend award to the lowest responsive bidder. The CONSULTANT will complete the necessary paperwork associated with awarding of the contract.

## **Task 18**

### **Construction Phase Support**

The COUNTY will advise the CONSULTANT of the contractor's schedule and will inform the CONSULTANT when services are required. The work shall consist of providing technical

assistance during the construction phase of the project. The work shall be performed on an "as needed" basis as requested by the COUNTY and shall include, but not necessarily be limited to the following activities

### **Construction Administration**

#### **Partnering/Pre-Construction Conference**

- The CONSULTANT shall attend a partnering/preconstruction conference with the COUNTY and DEPARTMENT, the contractor, utility companies, and any other concerned parties. In attendance from CONSULTANT will at a minimum be the project manager, structural engineer, and utility coordinator. The CONSULTANT will respond to the Contractor's questions pertinent to the CONSULTANT's design.
- Shop Drawings/Working Drawings
  - The CONSULTANT will review all shop drawings for compliance with the intent of the plans, specification, and contract provisions. Shop drawings will be reviewed on an advisory basis. The CONSULTANT will provide a letter of recommendation and/or comments as appropriate to the COUNTY. Each sheet of shop drawings reviewed by the CONSULTANT shall be stamped by the CONSULTANT indicating the appropriate action to be taken with the submittal (approved, rejected, approved as corrected, etc.)
  - Working drawings will be reviewed as requested by the COUNTY. Working drawings will be reviewed on an advisory basis. The CONSULTANT shall provide a letter of recommendation and/or comments as appropriate to the COUNTY.
- The CONSULTANT will provide technical assistance to the COUNTY during construction of the project. This will include responses to field questions, assist coordination with the utility companies and COUNTY as necessary to respond to field changes, and meeting on site during the construction of the project when requested.
- The CONSULTANT is expected to attend COUNTY's Construction Coordination Meetings assumed to be once a month for Six (6) months following the start of construction.

#### **Field Meetings**

The CONSULTANT will attend field review meetings as deemed necessary by the SCDOT. The purpose of the CONSULTANT's site visits will be to provide the SCDOT a greater degree of confidence that the completed work will conform in general to the contract documents.

- The CONSULTANT will attend site construction visits at the request of SCDOT resulting from contractor requests for interpretation and clarification of the information presented in the plans and special provisions up to one (1) site visit.
- The CONSULTANT will attend site construction visits at the request of COUNTY resulting from contractor requests or a change in existing field conditions that differ from those presented in the plans up to one (1) site visit.
- The CONSULTANT will attend utility coordination meetings during construction to be available for questions. The CONSULTANT will provide support for utility coordination

throughout construction. The COUNTY will provide day-to-day utility coordination on the project.

- Meetings resulting from errors or omissions are not included.

### **Other Design Activities**

- Design activities and any necessary plan preparation resulting from requests by the Contractor or a change in existing field conditions that are not considered errors or omissions.
- Interpretation of Plans, Specification and Contract Provisions
  - The CONSULTANT shall be prepared to provide interpretation and clarifications of the information presented in the plans and special provisions and provide recommendations for handling site conditions that differ from those presented in the plans.
  - If requested by the COUNTY, the CONSULTANT shall revise the final construction plans to incorporate any design modifications requested by the COUNTY's field construction personnel.

### **Geotechnical Construction Oversight**

The CONSULTANT will provide the following geotechnical construction support services for foundation and embankment construction for this bridge:

- Written evaluation of the contractor's pile or drilled shaft installation plan;
- Written evaluation of the contractor's proposed pile driving hammer using Wave Equation analysis;
- Observation of pile driving during PDA testing and/or during installation of the first piles;
- Written evaluation of PDA results;
- Development of pile driving criteria and bearing graphs for use by construction inspectors in the field;
- Written evaluation of final pile order lengths;
- General pile driving troubleshooting;
- Written evaluation of the contractor's ground improvement installation plan;
- General embankment construction troubleshooting;
- Written evaluation of soil strength testing on borrow excavation materials;
- Written evaluation of contractors geosynthetic submittals;
- Written evaluation of any temporary shoring wall shop plans
- Any other review of plan submittals, as required.

### **Value Engineering Proposal Review**

- The CONSULTANT shall review value engineering proposals submitted by the contractor.
- The CONSULTANT shall review these proposals to determine their practicality for use in the project and ensure that the proposal does not impact the integrity of the design or intent of the plans, specifications, or special provisions.

- The CONSULTANT shall provide written evaluation of the proposals along with recommendations as to whether the COUNTY should accept the proposals or not.

## **Services Not Provided**

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Retaining wall design
- Landscaping and irrigation plans
- 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
- 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
- Temporary or permanent ITS
- Utility relocation design.
- Design of temporary bridge and temporary retaining wall structures.
- Permittee Responsible Mitigation (PRM) Plan
- Phase II Environmental Site Assessment

## 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 and procure venue for Public Meeting
- Prepare and mail all public notice letters, develop media releases and coordinate promotion of meeting
- Coordinate, fabricate and erect signs promoting Public Meeting
- Develop and provide necessary hard copies of project handout, comment cards and sign-in sheets
- Provide Security guard for the public information meeting.
- Prepare responses to public comments and develop/mail response letters (at County discretion)
- Existing roadway plans.
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable.
- Provide Existing utility data provided by Utility Owners within the project area
- Contract documents (project-specific special provisions to be supplied by CONSULTANT)
- As-built roadway plans.
- Right-of-way acquisition

## Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

Notice to Proceed	
Project Concept Report .....	4 months from NTP
Surveys Complete .....	6 months from NTP
Preliminary Plans Complete .....	8 months from NTP
Public Information Meeting.....	10 months from NTP
Public Information Meeting Summary .....	11 months from NTP
Environmental Documentation Complete.....	14 months from NTP
Preliminary Right-of-Way Plans.....	16 months from NTP
Final Right-of-Way Plans .....	18 months from NTP
Right-of-Way Acquisition Complete.....	30 months from NTP
Preliminary Roadway Construction Plans .....	32 months from NTP
Final Roadway Construction Plans.....	34 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.

**Project Information**

Project Name	Spears Creek Church Rd Widening
Project Phase or Segment	Concept through Final Construction
Project Location	Richland County
CM Number/Descriptor	
Contract Designation	Original

**Consultant Information**

Firm Name	Holt Consulting Company, LLC
Certified DBE ?	No
Reviewer Name	
Submittal Date	
Estimate Type	Prime Consultant

**Task Identification**

Active	Task	Description
	01	Project Organization & Management
	02	Surveys
	03	Environmental Services/Permitting
	04	Traffic Analysis
	05	Concept Report
	06	Geotechnical Investigations
	07	Stormwater Management/ Hydraulic Design
	08	Sediment and Erosion Control/NPDES Permit
	09	Roadway Plans
	10	Transportation Management Plan
	11	Bridge Plans
	12	Pavement Marking and Signing
	13	Railroad Coordination
	14	Subsurface Utility Exploration
	15	Utility Coordination
	16	Right-of-way Services
	17	Bidding Services
	18	Construction Phase Support
	19	
	20	

**Labor Multipliers**

Overhead Rate		<i>a</i>
FCCM Rate		<i>b</i>
Profit Rate		<i>c</i>
Combined Multiplier	1.0000	$(1+a)*(1+c)+b$

**Staff Classifications**

All staff classifications and base rates should be entered on "Setup 2"

**Non-salary Direct Expenses**

Expense descriptions, units and unit rates should be entered on "Setup 3"

**Subconsultant Roster**

Subconsultant	Certified DBE ?
Neel-Schaffer	
GPI	
CSS	Yes
Three Oaks	100% Yes
LandPlan Group	
IPW	100% Yes
THC	
F&ME	
New South	Yes

Details of subconsultant involvement should be added on "Setup 4"

**Geotechnical Testing Direct Expenses**

	Assigned to :
Testing Direct Expenses, Worksheet 1	-
Testing Direct Expenses, Worksheet 2	-
Testing Direct Expenses, Worksheet 3	-

Task Matrices for the Current Estimate (Apple 1)

Consultant Team Fee Totals

Task	Holt Consulting Company, LLC	Neel-Schaffer	GPI	CSS	Three Oaks	LandPlan Group	IPW	THC	F&ME	New South	Totals
01 Project Organization & Management	\$ 167,900.00	\$ 7,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,920.00
02 Surveys	\$ -	\$ -	\$ 36,835.39	\$ 179,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,834.94
03 Environmental Services/Permitting	\$ -	\$ 2,310.00	\$ -	\$ -	\$ 115,004.37	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 35,645.05	\$ 157,459.42
04 Traffic Analysis	\$ -	\$ 106,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,440.00
05 Concept Report	\$ 51,690.00	\$ 21,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,570.00
06 Geotechnical Investigations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,752.00	\$ -	\$ 271,752.00
07 Stormwater Management/ Hydraulic Design	\$ -	\$ 206,015.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,015.00
08 Sediment and Erosion Control/NPDES Permit	\$ -	\$ 6,360.00	\$ -	\$ -	\$ -	\$ 48,886.00	\$ -	\$ -	\$ -	\$ -	\$ 55,246.00
09 Roadway Plans	\$ 403,115.00	\$ 26,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 429,635.00
10 Transportation Management Plan	\$ 57,190.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,190.00
11 Bridge Plans	\$ 209,024.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,024.00
12 Pavement Marking and Signing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00
13 Railroad Coordination	\$ -	\$ 38,660.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,660.00
14 Subsurface Utility Exploration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,300.00	\$ -	\$ -	\$ -	\$ 177,300.00
15 Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,239.31	\$ -	\$ -	\$ -	\$ 42,239.31
16 Right-of-way Services	\$ 9,600.00	\$ -	\$ -	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,600.00
17 Bidding Services	\$ 29,204.00	\$ 3,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,284.00
18 Construction Phase Support	\$ 50,600.00	\$ 14,355.00	\$ -	\$ -	\$ -	\$ -	\$ 4,650.72	\$ -	\$ 15,640.00	\$ -	\$ 85,245.72
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ 978,323.00	\$ 432,640.00	\$ 36,835.39	\$ 227,999.55	\$ 115,004.37	\$ 81,980.00	\$ 224,190.03	\$ -	\$ 291,892.00	\$ 35,645.05	\$ 2,424,509.39

Consultant Team Manhour Totals

Task	Holt Consulting Company, LLC	Neel-Schaffer	GPI	CSS	Three Oaks	LandPlan Group	IPW	THC	F&ME	New South	Totals
01 Project Organization & Management	924	36									960
02 Surveys			250	1,781							2,031
03 Environmental Services/Permitting		12			1,047				30	576	1,665
04 Traffic Analysis		715									715
05 Concept Report	366	168									534
06 Geotechnical Investigations									732		732
07 Stormwater Management/ Hydraulic Design		1,425									1,425
08 Sediment and Erosion Control/NPDES Permit		40				342					382
09 Roadway Plans	3,147	168									3,315
10 Transportation Management Plan	436										436
11 Bridge Plans	1,422										1,422
12 Pavement Marking and Signing											233
13 Railroad Coordination		276				233					276
14 Subsurface Utility Exploration											408
15 Utility Coordination							408				408
16 Right-of-way Services	90										90
17 Bidding Services	180	16									196
18 Construction Phase Support	288	81					44		120		533
19											
20											
<b>Totals</b>	6,853	2,937	250	1,781	1,047	575	452		882	576	15,353



**Project Fee Summary**

**Fee Totals Broken Down by Task**

Task	Task Description	Labor	Directs	Subs	Total	
01	Project Organization & Management	\$ 167,900.00	\$ -	\$ 7,020.00	\$ 174,920.00	7.2%
02	Surveys	\$ -	\$ -	\$ 216,834.94	\$ 216,834.94	8.9%
03	Environmental Services/Permitting	\$ -	\$ -	\$ 157,459.42	\$ 157,459.42	6.5%
04	Traffic Analysis	\$ -	\$ -	\$ 106,440.00	\$ 106,440.00	4.4%
05	Concept Report	\$ 51,690.00	\$ -	\$ 21,880.00	\$ 73,570.00	3.0%
06	Geotechnical Investigations	\$ -	\$ -	\$ 271,752.00	\$ 271,752.00	11.2%
07	Stormwater Management/ Hydraulic Design	\$ -	\$ -	\$ 206,015.00	\$ 206,015.00	8.5%
08	Sediment and Erosion Control/NPDES Permitting	\$ -	\$ -	\$ 55,246.00	\$ 55,246.00	2.3%
09	Roadway Plans	\$ 400,865.00	\$ 2,250.00	\$ 26,520.00	\$ 429,635.00	17.7%
10	Transportation Management Plan	\$ 57,190.00	\$ -	\$ -	\$ 57,190.00	2.4%
11	Bridge Plans	\$ 209,024.00	\$ -	\$ -	\$ 209,024.00	8.6%
12	Pavement Marking and Signing	\$ -	\$ -	\$ 33,094.00	\$ 33,094.00	1.4%
13	Railroad Coordination	\$ -	\$ -	\$ 38,660.00	\$ 38,660.00	1.6%
14	Subsurface Utility Exploration	\$ -	\$ -	\$ 177,300.00	\$ 177,300.00	7.3%
15	Utility Coordination	\$ -	\$ -	\$ 42,239.31	\$ 42,239.31	1.7%
16	Right-of-way Services	\$ 9,600.00	\$ -	\$ 48,000.00	\$ 57,600.00	2.4%
17	Bidding Services	\$ 29,204.00	\$ -	\$ 3,080.00	\$ 32,284.00	1.3%
18	Construction Phase Support	\$ 50,600.00	\$ -	\$ 34,645.72	\$ 85,245.72	3.5%
		\$ -	\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	\$ -	-
<b>Totals</b>		<b>\$ 976,073.00</b>	<b>\$ 2,250.00</b>	<b>\$ 1,446,186.39</b>	<b>\$ 2,424,509.39</b>	

**Holt Consulting Company, LLC**

Task	Task Description	Direct Labor	Overhead	Profit	FCCM	Labor Total	Directs	Total
01	Project Organization & Management	\$ 167,900.00	\$ -	\$ -	\$ -	\$ 167,900.00	\$ -	\$ 167,900.00
02	Surveys	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	Environmental Services/Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04	Traffic Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
05	Concept Report	\$ 51,690.00	\$ -	\$ -	\$ -	\$ 51,690.00	\$ -	\$ 51,690.00
06	Geotechnical Investigations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07	Stormwater Management/ Hydraulic Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08	Sediment and Erosion Control/NPDES Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
09	Roadway Plans	\$ 400,865.00	\$ -	\$ -	\$ -	\$ 400,865.00	\$ 2,250.00	\$ 403,115.00
10	Transportation Management Plan	\$ 57,190.00	\$ -	\$ -	\$ -	\$ 57,190.00	\$ -	\$ 57,190.00
11	Bridge Plans	\$ 209,024.00	\$ -	\$ -	\$ -	\$ 209,024.00	\$ -	\$ 209,024.00
12	Pavement Marking and Signing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Railroad Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Subsurface Utility Exploration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Right-of-way Services	\$ 9,600.00	\$ -	\$ -	\$ -	\$ 9,600.00	\$ -	\$ 9,600.00
17	Bidding Services	\$ 29,204.00	\$ -	\$ -	\$ -	\$ 29,204.00	\$ -	\$ 29,204.00
18	Construction Phase Support	\$ 50,600.00	\$ -	\$ -	\$ -	\$ 50,600.00	\$ -	\$ 50,600.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 976,073.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 976,073.00</b>	<b>\$ 2,250.00</b>	<b>\$ 978,323.00</b>
		(A)	(B)	(C)	(D)	(E)	(F)	

**Summary of DBE Qualifying Fees**

	Total Fee	Qual. Percentage	Qualifying Fee
Holt Consulting Company, LLC	\$ 978,323.00		\$ -
Neel-Schaffer	\$ 432,640.00		\$ -
GPI	\$ 36,835.39		\$ -
CSS	\$ 227,999.55	100.0%	\$ 227,999.55
Three Oaks	\$ 115,004.37	100.0%	\$ 115,004.37
LandPlan Group	\$ 81,980.00		\$ -
IPW	\$ 224,190.03	100.0%	\$ 224,190.03
THC	\$ -		\$ -
F&ME	\$ 291,892.00		\$ -
New South	\$ 35,645.05	100.0%	\$ 35,645.05
	\$ -		\$ -
<b>Total DBE Qualifying Fee</b>			<b>\$ 602,839.00</b>
<b>Percentage of Fee Total</b>			<b>24.9%</b>

**Fee Summary**

<b>A - Direct Labor</b>	\$	<b>976,073.00</b>
<b>B - Overhead [A x 0]</b>	\$	<b>-</b>
<b>C - Profit [(A+B) x 0]</b>	\$	<b>-</b>
<b>D - FCCM [A x 0]</b>	\$	<b>-</b>
<b>E - Labor Total</b>	\$	<b>976,073.00</b>
<b>F - Total Non-Salary Direct Expenses</b>	\$	<b>2,250.00</b>
<b>G - Subconsultant Fees</b>	\$	<b>1,446,186.39</b>
<b>Fee Total</b>	\$	<b>2,424,509.39</b>

fee total less profit: \$2,424,509.39

Prepared by: \_\_\_\_\_

**Subconsultant Fee Summary**

**Subconsultant Fees Broken Down by Task**

Task	Neel-Schaffer	GPI	CSS	Three Oaks	LandPlan Group	IPW	THC	F&ME	New South	Total
01	\$ 7,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,020.00
02	\$ -	\$ 36,835.39	\$ 179,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,834.94
03	\$ 2,310.00	\$ -	\$ -	\$ 115,004.37	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 35,645.05	\$ 157,459.42
04	\$ 106,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,440.00
05	\$ 21,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,880.00
06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 271,752.00	\$ -	\$ 271,752.00
07	\$ 206,015.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206,015.00
08	\$ 6,360.00	\$ -	\$ -	\$ -	\$ 48,886.00	\$ -	\$ -	\$ -	\$ -	\$ 55,246.00
09	\$ 26,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,520.00
10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00	\$ -	\$ -	\$ -	\$ -	\$ 33,094.00
13	\$ 38,660.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,660.00
14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,300.00	\$ -	\$ -	\$ -	\$ 177,300.00
15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,239.31	\$ -	\$ -	\$ -	\$ 42,239.31
16	\$ -	\$ -	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000.00
17	\$ 3,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,080.00
18	\$ 14,355.00	\$ -	\$ -	\$ -	\$ -	\$ 4,650.72	\$ -	\$ 15,640.00	\$ -	\$ 34,645.72
19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals \$ 432,640.00 \$ 36,835.39 \$ 227,999.55 \$ 115,004.37 \$ 81,980.00 \$ 224,190.03 \$ - \$ 291,892.00 \$ 35,645.05 \$ - #####  
 ( G )

Holt Consulting Company, LLC	\$ 978,323.00	40.4%
Neel-Schaffer	\$ 432,640.00	17.8%
GPI	\$ 36,835.39	1.5%
CSS	\$ 227,999.55	9.4%
Three Oaks	\$ 115,004.37	4.7%
LandPlan Group	\$ 81,980.00	3.4%
IPW	\$ 224,190.03	9.2%
THC	\$ -	-
F&ME	\$ 291,892.00	12.0%
New South	\$ 35,645.05	1.5%
	\$ -	-
<b>Project Totals</b>	<b>\$ 2,424,509.39</b>	



## Agenda Briefing

**Prepared by:** Michael Niermeier

**Department:** Transportation

**Date Prepared:** October 12, 2020

**Meeting Date:** October 20, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 13, 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 Organization		

### Recommended Action:

Approve the proposed organization chart.

### Motion Requested:

1. Approve the proposed organization chart; or,
2. Approve a modified organizational chart; or,
3. Do not approve an organizational chart change.

Request for Council Reconsideration: No

### Fiscal Impact:

### Motion of Origin:

At the September 22 Transportation Ad Hoc Meeting, a recommendation was made to bring back the overall organizational chart to the committee in October.

<b>Council Member</b>	Bill Malinowski, District 1
<b>Meeting</b>	Transportation Ad Hoc
<b>Date</b>	September 22, 2020

### Discussion:

The Committee requested the overall organization chart be brought back and presented to the October Transportation Ad Hoc Committee Meeting. The original "as is" chart generated some questions by member on the committee resulting in the approval of the Finance Manager- Transportation position but wanting further discussion on the overall organization.

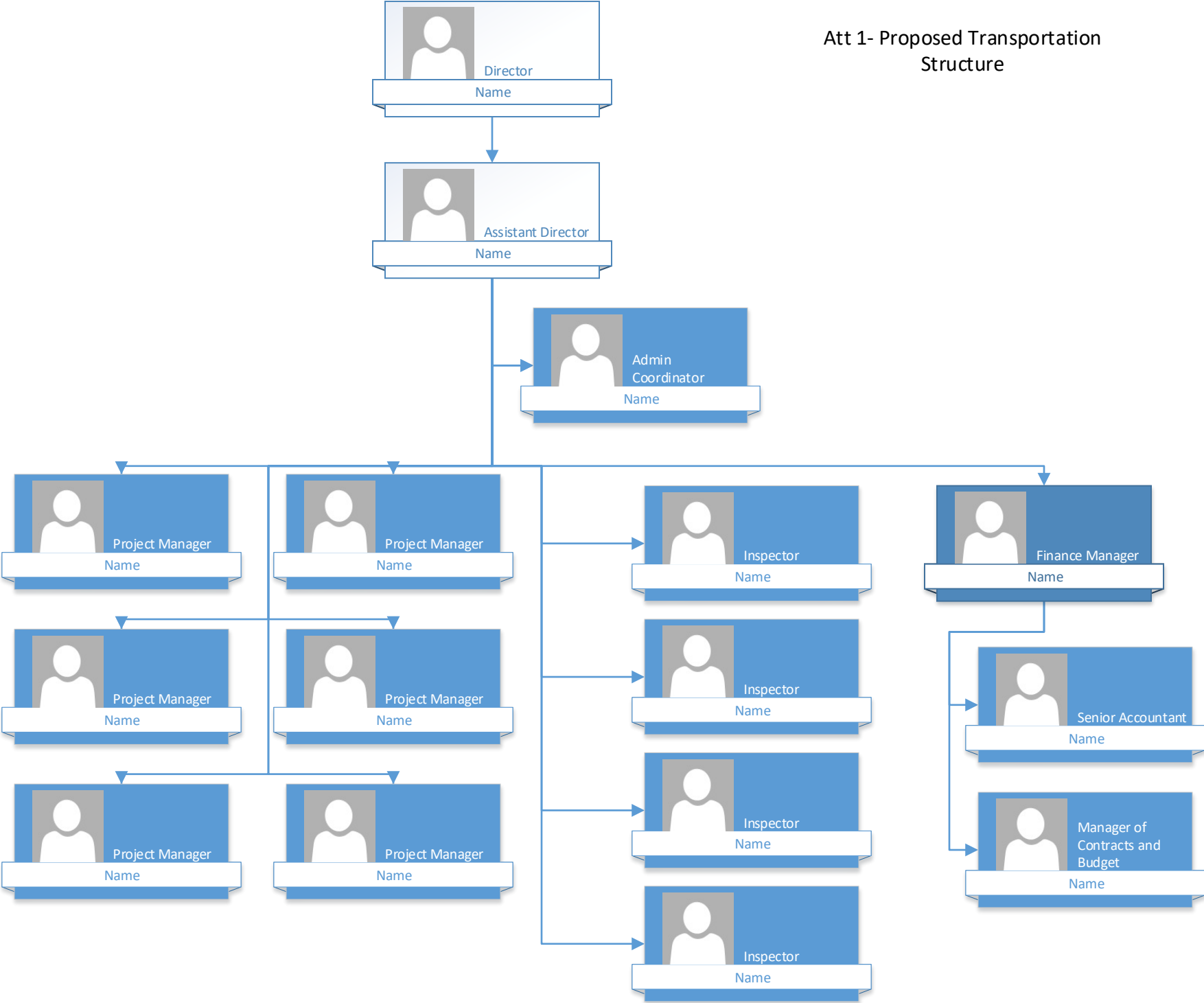
Some of the questions included authority of the Assistant Director as the #2 person and that positions ability to oversee other employees; Inspectors reporting the the Conctacts and Budget Manager; no authority over Finance Manager.

The attached organization chart was requested by the committee for discussion and possible action. This was confirmed with the Transportation Ad Hoc Committee Chairman on 10/13/2020.

### Attachments:

1. Proposed Organizational Chart

Att 1- Proposed Transportation Structure



**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Michael Niermeier  
**Department:** Transportation Department  
**Date Prepared:** October 13, 2020      **Meeting Date:** October 20, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 13, 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>	Mitigation Credit Sales – Easley Combined Utilities		

**Recommended Action:**

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

**Motion Requested:**

Approval of the requested mitigation credit sales.

**Request for Council Reconsideration:**  Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

**Fiscal Impact:**

This mitigation credit sale will generate \$23,704.09 which will be credited 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 Easley Combined Utilities for an Army Corps of Engineers (ACE) 404 Permit for the Crayton Creek Sewer Extension near Easley, South Carolina. 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 as soon as possible due to Army Corps of Engineers permitting constraints.

Project Name: Crayton Creek Sewer Extension

Richland County Share: \$23,704.09

### Attachments:

1. MCMB Surplus Credit Sales Contract\_Easley Combined Utilities\_Purchaser Signed 10.07.20.pdf
2. Notice to Richland County\_Easley Combined Utilities 10.08.20.pdf

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, 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 EASLEY COMBINED UTILITIES, a municipally owned utility established under South Carolina law (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 “Crayton Creek Sewer Extension” pursuant to USACE Charleston District permit SAC-2020-01313 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

#### AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

**2. Sale of Credits.** Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) ZERO and 00/100 (0.00) stream mitigation credits (the “Stream Credits”) and (b) ONE and 272/1000 (1.272) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

**3. Fee for Out of Primary Service Area Credit Sales.** Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.0748235 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 TWENTY-FIVE THOUSAND FOUR HUNDRED FORTY and 00/100 (\$25,440.00); and, (c) Adjacent 8-digit HUC Fee of ONE THOUSAND FOUR HUNDRED NINETY-SIX AND 47/100 (\$1,496.47), for a grand total purchase price for the Stream Credits and the Wetland Credits of TWENTY-SIX THOUSAND NINE HUNDRED THIRTY-SIX and 47/100 (\$26,936.47) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

**5. Delivery of Credits.** Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

**6. Representations, Warranties and Covenants.** Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.

(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

**7. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC  
3414 Peachtree Road NE, STE 990  
Atlanta, Georgia 30326

**With a copy to:**

The Lyme Timber Company LP  
General Counsel  
23 South Main Street, 3<sup>rd</sup> Floor  
Hanover, NH 03755

Purchaser: Easley Combined Utilities  
Attention: Joel Ledbetter  
P.O. Box 619  
110 Peachtree Street  
Easley, SC 29641

**With a copy to:**

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

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:

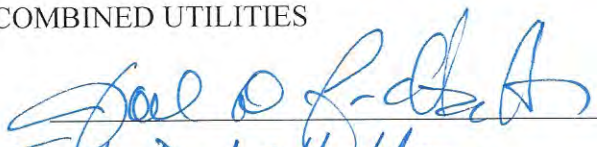
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

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

Printed:

Its:

PURCHASER: EASLEY COMBINED UTILITIES

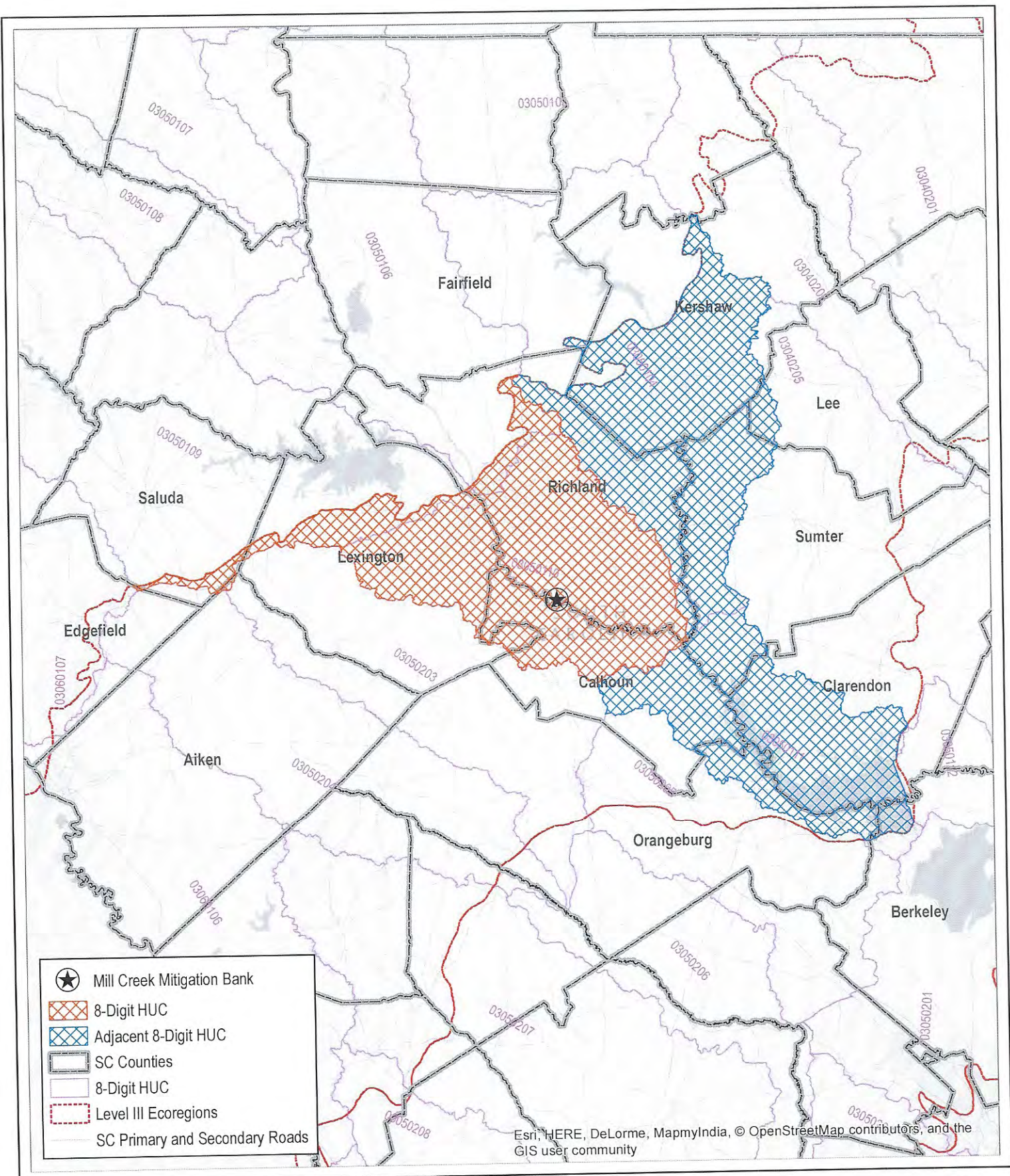
By: 








Printed: Joel D. Ledbetter

Its: General Manager

EXHIBIT A

[Attach map of Service Area]



-  Mill Creek Mitigation Bank
-  8-Digit HUC
-  Adjacent 8-Digit HUC
-  SC Counties
-  8-Digit HUC
-  Level III Ecoregions
-  SC Primary and Secondary Roads


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 A **JMT** Division  
 952 Houston Northcutt Blvd., Suite 100  
 Mount Pleasant, SC 29464  
 Ph: (843) 556-2624 Fx: (843) 556-4329  
 www.JMT.com

**Figure 16: Service Area Map**  
 Mill Creek Mitigation Bank  
 Richland County, South Carolina  
 Source: ESRI, USGS, EPA  
 Date: July 2016

1 inch = 15 miles



0 7.5 15 30 Miles






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 EASLEY COMBINED UTILITIES, a municipally owned utility established under South Carolina law ("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, ZERO and 00/100 Stream Credits and ONE and 272/1000 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:

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”); terms used but not defined herein shall have the meaning given such terms in the Agreement.

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.

Enclosed with this Sales Notice is the current draft of the Credit Sales Agreement (the “Sales Agreement”).

Please let us know if you have any questions.

Sincerely,



**MILL CREEK MITIGATION HOLDINGS LLC**

**October 8, 2020**

MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Crayton Creek Sewer Extension
<u>Location:</u>	Along Crayton Creek near Easley, SC
<u>8-Digit HUC Watershed Code</u>	03050109 (Saluda River)
<u>Buyer:</u>	Easley Combined Utilities
<u>Buyer's USACE 404 Permit #:</u>	SAC-2020-01313
<u>Price Per Wetland Credit:</u>	\$20,000
<u>Price Per Stream Credit:</u>	N/A
<u>Wetland Credits:</u>	1.272 restoration/enhancement credits
<u>Stream Credits:</u>	0.00
<u>Credit Proceeds:</u>	\$25,440.00
<u>Richland County Credit Share:</u>	\$23,404.80 (92% of \$25,440.00)
<u>MCMH Credit Share:</u>	\$2,035.20 (8% of \$25,440.00)
<u>Fee for Out of Primary Service Area Sale:</u>	\$1,496.47
<u>Richland County Fee Share:</u>	\$299.29 (20% of \$1,496.47)
<u>MCMH Fee Share:</u>	\$1,197.18 (80% of \$1,496.47)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$26,936.47
<u>Richland County Proceeds Share:</u>	\$23,704.09
<u>MCMH Proceeds Share:</u>	\$3,232.38

**RICHLAND COUNTY  
ADMINISTRATION**

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



**Agenda Briefing**

**Prepared by:** Michael Niermeier  
**Department:** Transportation Department  
**Date Prepared:** October 13, 2020      **Meeting Date:** October 20, 2020

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	October 14, 2020
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	October 13, 2020
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	October 13, 2020
<b>Approved for Consideration:</b>	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Transportation Ad Hoc Committee		
<b>Subject:</b>	Mitigation Credit Sales – Fielding Homes LLC		

**Recommended Action:**

Staff respectfully requests the Committee concur with these credit sales and forward to full Council for consideration.

**Motion Requested:**

Approval of the requested mitigation credit sales.

**Request for Council Reconsideration:**  Yes

This approval is time sensitive as the buyer has requested notice of approval as soon as possible due to Army Corps of Engineers permitting constraints.

**Fiscal Impact:**

This mitigation credit sale will generate \$135,293.98 which will be credited 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 Fielding Homes LLC for an Army Corps of Engineers (ACE) 404 Permit for the Allison Meadows residential development in York County, South Carolina. 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 as soon as possible due to Army Corps of Engineers permitting constraints.

Project Name: Allison Meadows – residential development

Richland County Share: \$135,293.98

**Attachments:**

1. MCMB Surplus Credit Sales Contract\_Fielding Homes\_10.05.20\_purchaser signed.pdf
2. Notice to Richland County\_Fielding Homes 10.08.20.pdf

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, by and between MILL CREEK MITIGATION HOLDINGS LLC, a Delaware limited liability company, and the owner and operator of a stream and wetland mitigation bank commonly known as the Mill Creek Mitigation Bank ("Seller"), and the FIELDING HOMES, LLC, a North Carolina limited liability company (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 “Allison Meadows” pursuant to USACE Charleston District permit SAC-2019-01315 (the “Permitted Project”), which is located outside the Service Area and outside the Bank’s Watershed;

F. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, wetland and/or stream mitigation credits pursuant to the terms and conditions set forth herein.

#### AGREEMENT

In consideration of the foregoing and the mutual promises, covenants, agreements and obligations of the parties contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**1. Recitals.** The recitals to this Agreement are herein incorporated by reference and made an integral part hereof.

**2. Sale of Credits.** Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller (a) FOUR HUNDRED NINE and 45/100 (409.45) stream restoration/enhancement credits (the "Stream Credits") and FOUR HUNDRED NINE and 45/100 (409.45) stream preservation credits (the “Stream Credits”); and, (b) ZERO and 00/100 (0.00) freshwater wetland enhancement/restoration mitigation credit and ZERO and 00/100 (0.00) freshwater wetland preservation mitigation credits (the “Wetland Credits”, and together with the Stream Credits, the “Credits”) from the Bank based on the terms and conditions contained herein.

Upon execution of this Agreement, Seller shall provide Purchaser with an invoice for the Purchase Price (as defined in Section 4 below) and Purchaser shall remit payment within 14 days of receipt of such invoice. Upon receipt of such payment, Seller will file the documentation with the Corps necessary to transfer the Credits to Purchaser in accordance with Corps policies and procedures and the terms of this Agreement.

**3. Fee for Out of Primary Service Area Credit Sales.** Purchaser agrees to pay a fee (the “Adjacent 8-digit HUC”) to compensate Seller for the incremental wetland acreage and stream linear footage that must be deducted from the Bank’s ledger to compensate for use of the Bank’s credits to compensate for the Permitted Project’s unavoidable adverse impacts occurring outside the Service Area and outside the Bank’s Watershed. The Adjacent 8-digit HUC Fee shall be calculated as the sum of (a) 0.00000 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) 98.60224 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 ONE HUNDRED SEVENTY-FIVE and 00/100 Dollars (\$175.00) for each Stream Credit, for a total purchase price for the Stream Credits of ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SEVEN and 50/100 (\$143,307.50); (b) Wetland Credits shall be ZERO and 00/100 Dollars (\$0.00) for each Wetland Credit, for a total purchase price for the Wetland Credits of ZERO and 00/100 (\$0.00); and, (c) Adjacent 8-digit HUC Fee of SEVENTEEN THOUSAND TWO HUNDRED FIFTY-FIVE AND 39/100 (\$17,255.39), for a grand total purchase price for the Stream Credits and the Wetland Credits of ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTY-TWO and 89/100 (\$160,562.89) (the "Purchase Price"). Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees or designees shall be liable for the payment to Seller of any other consideration or fee in connection with the sale of the Credits.

**5. Delivery of Credits.** Upon receipt of the Purchase Price, Seller shall:

- (a) notify the Corps of the completion of the sale using such documentation as required by the Corps, with a copy delivered to Purchaser; and
- (b) deliver to Purchaser a bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

**6. Representations, Warranties and Covenants.** Seller hereby warrants and represents to, and covenants with, Purchaser as follows:

- (c) Seller expressly represents, warrants, and covenants the matters set forth as Recitals A and B.
- (d) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.
- (e) Seller has full power and authority to convey the Credits to Purchaser and to consummate the transactions contemplated herein.
- (f) Seller shall deliver the Credits to Purchaser free and clear of any liens, security interests or other encumbrances.
- (g) There is no pending or threatened action or proceeding affecting Seller before any court, governmental agency, or arbitrator that would adversely affect Seller's ability to comply with its obligations hereunder.



(h) Seller hereby covenants and agrees with Purchaser that Seller shall not sell any number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(i) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of this Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank.

(j) That the execution and delivery of this Agreement on behalf of Seller has been duly authorized and such execution and delivery shall constitute the valid and binding agreement of Seller and is enforceable in accordance with its terms.

(k) All of Seller's representations, warranties, and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to this Agreement.

**7. Miscellaneous**

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Mill Creek Mitigation Holdings LLC  
3414 Peachtree Road NE, STE 990  
Atlanta, Georgia 30326

**With a copy to:**

The Lyme Timber Company LP  
General Counsel  
23 South Main Street, 3<sup>rd</sup> Floor  
Hanover, NH 03755

Purchaser: Fielding Homes, LLC  
Attention: James Martin  
227 West Trade Street  
Charlotte, NC 28202

**With a copy to:**

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

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:

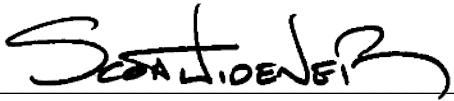
SELLER: MILL CREEK MITIGATION HOLDINGS LLC

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

Printed:

Its:

PURCHASER: FIELDING HOMES, LLC

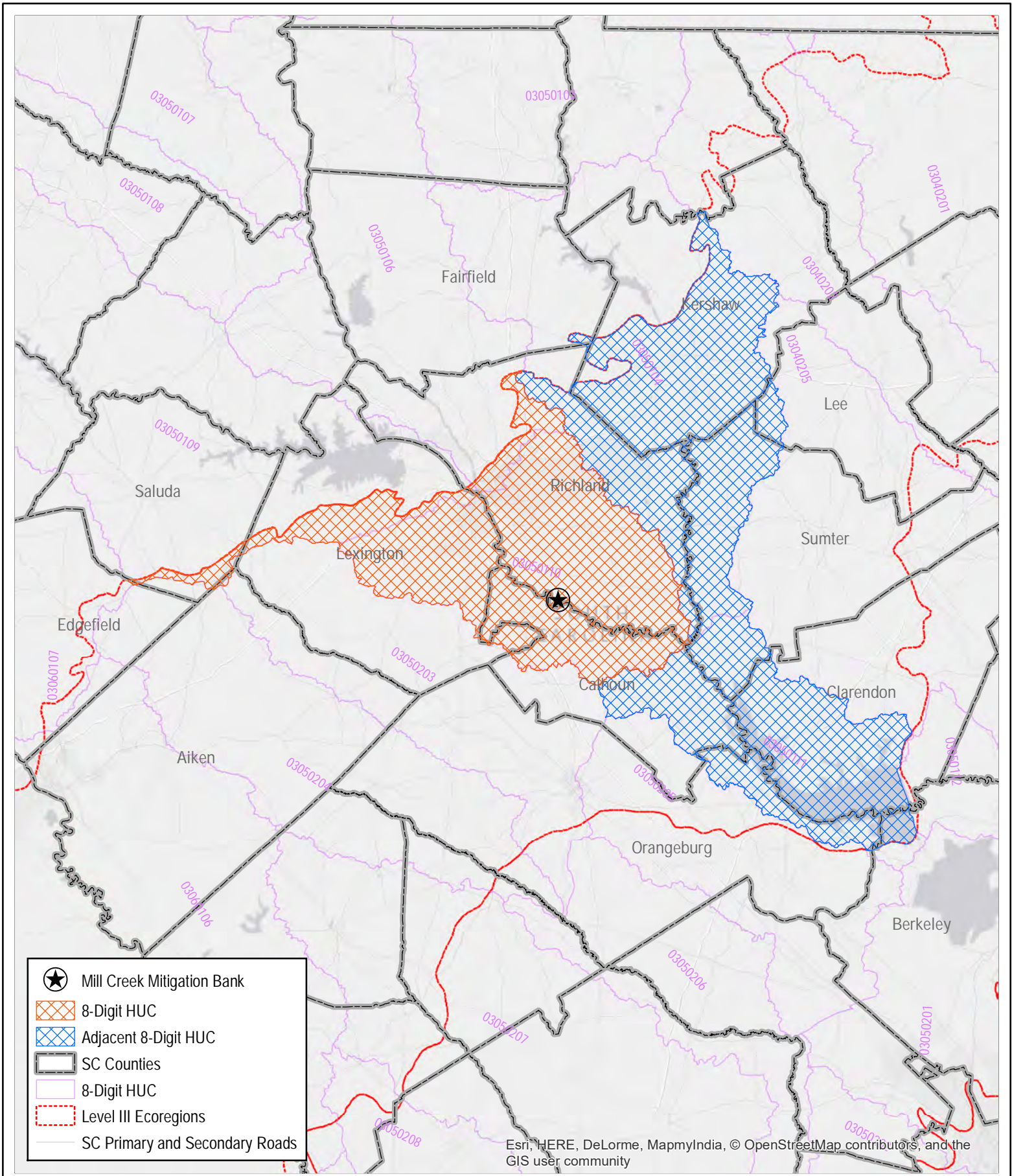
By:  \_\_\_\_\_








Printed: Scott Widener

Its: Division President

EXHIBIT A

[Attach map of Service Area]



-  Mill Creek Mitigation Bank
-  8-Digit HUC
-  Adjacent 8-Digit HUC
-  SC Counties
-  8-Digit HUC
-  Level III Ecoregions
-  SC Primary and Secondary Roads


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**TIDEWATER**  
 A **JMT** Division  
 952 Houston Northcutt Blvd., Suite 100  
 Mount Pleasant, SC 29464  
 Ph: (843) 556-2624 Fx: (843) 556-4329  
 www.JMT.com

Figure 16: Service Area Map  
 Mill Creek Mitigation Bank  
 Richland County, South Carolina  
 Source: ESRI, USGS, EPA  
 Date: July 2016 128 of 131  
 606 of 612

1 inch = 15 miles



0 7.5 15 30 Miles




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 FIELDING HOMES, LLC, A North Carolina limited liability company ("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, EIGHT HUNDRED EIGHTEEN and 90/100 (818.90) Stream Credits and ZERO and 00/100 (0.00) 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:

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”); terms used but not defined herein shall have the meaning given such terms in the Agreement.

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.

Enclosed with this Sales Notice is the current draft of the Credit Sales Agreement (the “Sales Agreement”).

Please let us know if you have any questions.

Sincerely,



**MILL CREEK MITIGATION HOLDINGS LLC**

**October 8, 2020**



MITIGATION CREDIT SALES AGREEMENT SUMMARY

<u>Project:</u>	Allison Meadows – residential development
<u>Location:</u>	York County, SC
<u>8-Digit HUC Watershed Code</u>	03050103 (Lower Catawba River)
<u>Buyer:</u>	Fielding Homes, LLC
<u>Buyer’s USACE 404 Permit #:</u>	SAC-2019-01315
<u>Price Per Wetland Credit:</u>	N/A
<u>Price Per Stream Credit:</u>	\$175.00
<u>Wetland Credits:</u>	0.00
<u>Stream Credits:</u>	818.90 credits (409.45 restoration & 409.45 preservation)
<u>Credit Proceeds:</u>	\$143,307.50
<u>Richland County Credit Share:</u>	\$131,842.90 (92% of \$143,307.50)
<u>MCMH Credit Share:</u>	\$11,464.60 (8% of \$143,307.50)
<u>Fee for Out of Primary Service Area Sale:</u>	\$17,255.39
<u>Richland County Fee Share:</u>	\$3,451.08 (20% of \$17,255.39)
<u>MCMH Fee Share:</u>	\$13,804.31 (80% of \$17,255.39)
<u>Gross Proceeds (Inclusive of Fee for Out of Primary Service Area Sale:</u>	\$160,562.89
<u>Richland County Proceeds Share:</u>	\$135,293.98
<u>MCMH Proceeds Share:</u>	\$25,268.91



## REQUEST OF ACTION

**Subject:** FY20 - District 5 Hospitality Tax Allocations

### A. Purpose

County Council is being requested to approve a total allocation of **\$10,000** 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
Columbia Museum of Art	\$ 10,000
<b>Total Allocation</b>	<b>\$ 10,000</b>
<b>Previous Allocation</b>	<b>\$ 40,000</b>
<b>Remaining Balance</b>	<b>\$ 38,275</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.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION CHARLES LUKE WILLIAMSON AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Charles Luke Williamson is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal control regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Charles Luke Williamson shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Charles Luke Williamson is no longer employed by Richland County to enforce the County’s animal control regulations.

**ADOPTED THIS THE 17th DAY OF NOVEMBER 2020.**

\_\_\_\_\_  
Paul Livingston, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Interim Clerk of Council