

AMENDED

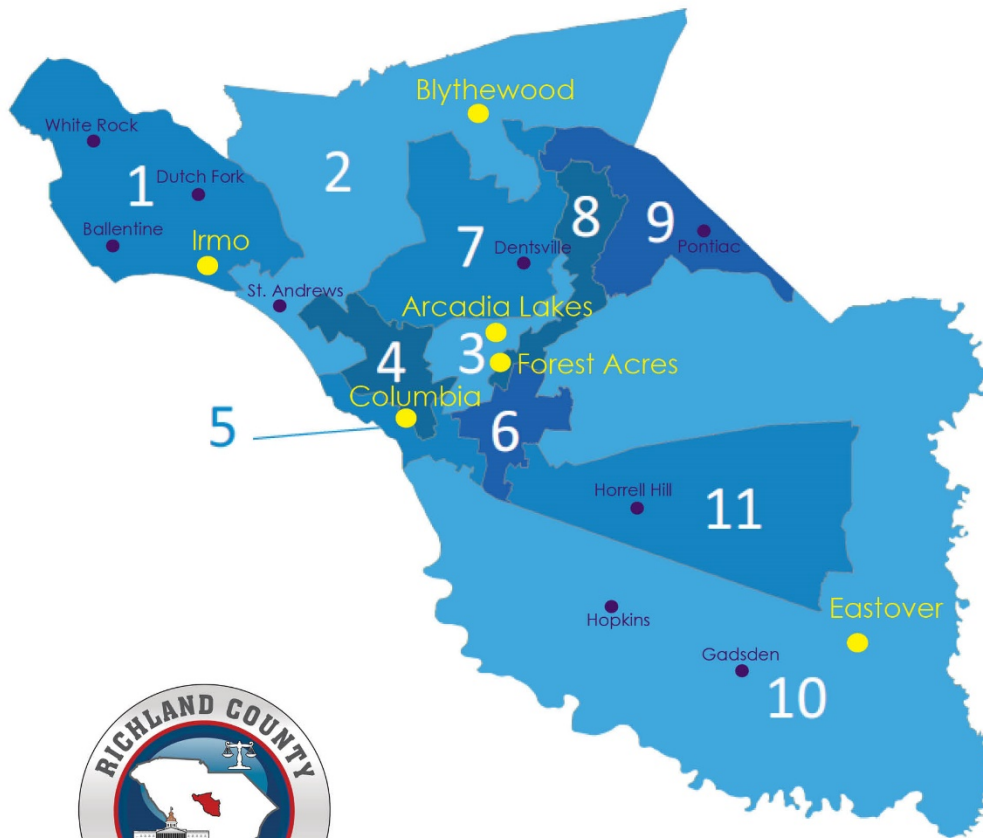
**RICHLAND COUNTY
COUNTY COUNCIL AGENDA**



Tuesday, OCTOBER 16, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



AMENDED

Richland County Council
Regular Session
October 16, 2018 - 6:00 PM
2020 Hampton Street, Columbia, SC 29201

1. CALL TO ORDER

The Honorable Joyce Dickerson,
Chair
Richland County Council

- a. Roll Call

2. INVOCATION

The Honorable Jim Manning

3. PLEDGE OF ALLEGIANCE

The Honorable Jim Manning

4. PRESENTATION OF RESOLUTIONS

- a. Resolution honoring the life and service of Doug Strickler to Richland County

The Honorable Seth Rose

- b. Resolution honoring Olivia McCartney for being named 2018-19 Spring Hill High Teacher of the Year and the 2018 American Legion Dept. SC Teacher of the Year

The Honorable Seth Rose
The Honorable Bill Malinowski

5. APPROVAL OF MINUTES

The Honorable Joyce Dickerson

- a. Regular Session: October 2, 2018 [PAGES 12-45]

6. ADOPTION OF AGENDA

The Honorable Joyce Dickerson

7. REPORT OF THE ATTORNEY

Larry Smith,
County Attorney

- a. Township Property Negotiators Update
b. Offender Management Services (Court-ordered GPS monitoring)

- c. Letter from City of Columbia: Lower Richland Sewer Service Agreement [ACTION]

8. CITIZENS' INPUT

The Honorable Joyce Dickerson

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

9. REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

Dr. Sandra Yudice,
Assistant County Administrator

- a. 2018 Forestry MOU Fire Services Equipment [ACTION] [PAGES 46-52]
- b. 2018 NPDES Annual Report [ACTION] [PAGES 53-265]

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. REMINDER: Midlands Technical College Annual Oyster Roast & Shrimp Boil, October 17, 6:00 - 8:00 PM, MTC Northeast Campus, 151 Powell Road
- b. China Jushi Welcome Dinner, October 18, 7:00 PM, Capital City Club
- c. REMINDER: Institute of Government Classes & County Council Coalition, October 24 - 25, Embassy Suites Hotel, Columbia
- d. National Community Planning Month "Spirit Week": October 22 - 26, 2018
 - 1. Habitat for Humanity Neighborhood Revitalization Service Project, October 22, 10:00 AM - 2:00 PM, (Participants will be notified of project location)
 - 2. Neighborhood Toolkit and Certification Program Wrap-Up, October 25, 6:00 - 7:30 PM, Decker Center
 - 3. 100 Plates: Conversation, Collaboration, Change, October 26, 5:30 - 7:30 PM, Columbia Place Mall - Sears Parking Lot
- e. Urban League "Equal Opportunity Day Dinner", November 1, 6:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street [ACTION]

11. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Economic Development Trip: China Jushi Update
- b. Letter to the Central Midlands Council of Government: 208 Plan [ACTION]
- c. Interim County Administrator's Contract [ACTION]
- d. Personnel Action Form: Assistant County Administrator [ACTION]
- e. Clerk to Council Workshop

Jeff Ruble, Economic Development
Director

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

- 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 Arclin Surfaces - Blythewood Co.; and other related matters
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase an option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters

13. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 18-026MA
Tom James
NC to GC (5.53 Acres)
Lower Richland Boulevard
TMS # R21800-04-20 [THIRD READING] [PAGES 266-267]
- b. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15 [SECOND READING] [PAGES 268-2787]

14. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase an option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters [PAGES 279-328]
- 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 an Infrastructure Credit Agreement to provide for infrastructure credits to Arclin Surfaces - Blythewood Co.; and other related matters [PAGES 329-347]

15. FIRST READING ITEMS

The Honorable Joyce Dickerson

- a. An Ordinance authorizing and providing for the combining of Richland County's existing water systems and Richland County's existing sewer systems into a combined water and sewer system to be known as the Richland County Water and Sewer System; providing for the operation thereof; providing for issuance of bonds; and other matters related thereto. [BY TITLE ONLY] [PAGES 348-349]
- b. Approval of the Spears Creek Church Road Widening Contract for 30% Plans [PAGES 350-376]

16. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Blythewood; identifying the project; and other matters related thereto [PAGES 377-379]
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 380-409]
- c. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project K3;

identifying the project; and other matters related thereto [PAGES 410-412]

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and Project K3 to provide for payment of a fee-in-lieu of taxes; and other related matters [FIRST READING] [PAGES 413-442]
- e. An Ordinance Authorizing the third amendment of that certain fee agreement by and between Richland County, South Carolina and Project K3, relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto [FIRST READING] [PAGES 443-450]
- f. Committing to negotiate a fee-in-lieu or ad valorem taxes agreement between Richland County and Project Monopoly; identifying the project; and other matters related to Project Monopoly [PAGES 451-456]

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

18. NOTIFICATION OF VACANCIES

- a. Accommodations Tax - Two (2) Vacancies (One applicant must have a background in the Cultural Industry; One applicant must have a background in the Hospitality Industry)
- b. Hospitality Tax- Three (2) Vacancies (Two applicants must be from Restaurant Industry)
- c. Employee Grievance Committee - Six (6) Vacancies (Must be a Richland County employee; 2 seats are alternates)
- d. Board of Assessment Appeals - One (1) Vacancy
- e. Board of Zoning Appeals - One (1) Vacancy
- f. Building Codes Board of Appeals - Eight (8) Vacancies (One applicant must be from the Architectural Industry; One from the Plumbing Industry; One from the Engineering Industry, One from the Gas Industry, One from the Building Industry, One from the Electrical Industry and Two from the Fire Industry as alternates)
- g. Procurement Review Panel - Two (2) Vacancies (One applicant must be from the public procurement arena and One applicant must be from the consumer industry)

- h. Planning Commission - One (1) Vacancy
- i. Midlands Workforce Development Board - One (1) Vacancy (One Private Sector Business seat; must represent private sector business with policy-making or hiring authority)
- j. Lexington Richland Alcohol and Drug Abuse Council - Three (3) Vacancies
- k. Richland Memorial Hospital Board - Four (4) Vacancies
- l. Airport Commission - One (1) Vacancy

19. NOTIFICATION OF APPOINTMENTS

- a. Accommodations Tax - Three (3) Vacancies (One applicant must have a background in the Cultural Industry/ Two applicants must have a background in the Hospitality Industry)
 - 1. Taylor H. Miller [PAGES 457-458]
- b. East Richland Public Service Commission - One (1) Vacancy
 - 1. Lisa Kelly Stewart [PAGES 459-460]

20. REPORT OF THE PROPERTY DISTRIBUTION MANAGEMENT AD HOC COMMITTEE

- a. Staff Recommendations for Richland County Space Use Needs [PAGES 461-501]
- b. Memorandum from COMET - Proposal for Columbia Place Mall Connection [PAGES 502-504]
- c. Report on the party interested in purchasing the Cushman Road property [EXECUTIVE SESSION]
- d. Purchase of the Best Buy on Two Notch Road [EXECUTIVE SESSION]
- e. Report back on the proposed sale of 26.5-acre tract at the north end of Paso Fino Drive [EXECUTIVE SESSION]

21. OTHER ITEMS

The Honorable Joyce Dickerson

- a. Move for the Approval of the Amended FY 2018-2019 Budget for Richland County School District One. Move that this should be first reading only, based on previous agreement. [N. JACKSON]
- b. FY19 - District 4 Hospitality Tax Allocations [PAGES 505-506]
- c. FY19 - District 5 Hospitality Tax Allocations [PAGES 507-508]
- d. FY19 - District 8 Hospitality Tax Allocations [PAGES 509-510]

22. CITIZENS' INPUT

The Honorable Joyce Dickerson

- a. Must Pertain to Richland County Matters Not on the Agenda

23. EXECUTIVE SESSION

Larry Smith,
County Attorney

24. MOTION PERIOD

- a. I move that we establish rules for electing persons to serve on Boards/Commissions rather than going by the Parliamentarian's recollections of how it has done in the past with serious consideration to include appointments require a majority of Council member's vote.
- b. Immediately start procurement process for construction of the DHEC approved Lower Richland Sewer Project. If this motion is considered on October 16, 2018 it will allow the County to move forward. The funds are already approved and would not delay the process. The City's concern would be addressed immediately that we can, and are moving forward. Gadsden Elementary funds are available and can be added to the approved plan.
- c. Update of Blythewood MOUs with Richland County
- d. To allocate District 10 Hospitality Tax Funds to the following: \$7,500 to the Skipp Pearson Jazz Foundation and \$5,000 to the Black Expo
- e. Resolution Committing Richland County to Providing a Local Cash Match For a Community Development Block Grant From the SC Department of Commerce to Fund the Demolition of the Former Eastover Elementary School in Eastover, SC

The Honorable Jim Manning

The Honorable Norman Jackson

The Honorable Joyce Dickerson

The Honorable Dalhi Myers

The Honorable Dalhi Myers

25. 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
October 2, 2018 – 6:00 PM
Council Chambers

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Jim Manning, Yvonne McBride, Dalhi Myers, Greg Pearce and Seth Rose

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trena Bowers, John Thompson, Brandon Madden, Tracy Hegler, Sandra Yudice, Stacey Hamm, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Shahid Khan, Jeff Ruble, Melissa Watts, Nathaniel Miller, Ronaldo Myers, George Rice, Jennifer Wladischkin, Chris Eversmann, Mohammed Al-Tofan, Quinton Epps, Brad Farrar, and Ismail Ozbek

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Gwen Kennedy
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Boy Scout Troop 8 and their Scoutmaster Kirby Shealy, III.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson stated Ms. Heather Weiss, 5th Circuit Solicitor, who was appointed by the Governor’s Office to serve was in the audience and wanted to introduce herself to Council.

Ms. Myers requested Sen. Darrell Jackson be allowed to speak at this time due to obligations at his church, and the death in his family.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Sen. Jackson stated he was here to speak in favor of Richland County’s proposal/effort to bring sewer and infrastructure to Lower Richland. He stated he was a lifelong citizen of Lower Richland, and currently lives in Hopkins. The future of Lower Richland depends on getting great infrastructure in that area. He commended Council for their effort they have put forward. He stated there are 4 things that should be included in a sewer project plan: (1) Situation with the schools must be fixed. It is sad to see any school with public waste on top of the ground, there are 3 schools in Lower Richland where this exists. This by itself tells us that this is an urgent problem. (2) It is important that no one is mandated to have to sign on to it. If someone is on their own sewer, and they do not want the public sewer, they should not be mandated. He stated he lives in a house with its own septic and well, so he may not choose to tap on to the plan. (3) The tap on fees should be reasonable, but

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preferably waived. Particularly for those that are going to sign up initially. There are citizens in our area that are on fixed incomes. Some of them would choose to tap on. There have been rumors floating around that the tap on fees are going to be extraordinary, and people will not be able to afford it. (4) The monthly fee for the services has to be reasonable. He has talked with staff and Council members, and have been reassured, contrary to some of the rumors, that there will not be an average of \$125 a month. He stated there is a template with Franklin Park that you can judge that by. He believes that has been included in the plan. He believes there are many residents that are not here that are in full support of it because we want Lower Richland to not only be good today, but good for years to come.

4. **APPROVAL OF MINUTES**

- a. Regular Session: September 18, 2018 – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as distributed.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Special Called Meeting: September 25, 2018 – Ms. Myers moved, seconded by Mr. Livingston, to approve the minutes as distributed.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- c. Zoning Public Hearing: September 25, 2018 – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as distributed.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

POINT OF ORDER – Mr. Pearce stated there was a meeting of the Budget Ad Hoc Committee. At which time the committee took one item, which was related to a change in the School District One budget. The item was tabled in committee. He stated, for clarification, that because that is tabled in the committee there would be no way of bringing anything related to that item out at tonight's meeting. He would have to reconvene the committee.

Mr. Smith responded in the affirmative.

Mr. Pearce stated, now that we have correct numbers, we will have to have a quick Budget Ad Hoc meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

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The vote in favor was unanimous.

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Personnel Matter: Interim County Administrator
- b. Potential Litigation: Annexation of Streets and Road
- c. Detention Center Contract
- d. Employee Grievance
- e. Township Auditorium Update

7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing:**

- a. Helen Taylor Bradley—Lower Richland Sewer
- b. Lilly Randolph—Lower Richland Sewer
- c. Walter Jones—Lower Richland Sewer
- d. Andrea Williams—Lower Richland Sewer
- e. Jennifer Mancke—Lower Richland Sewer
- f. Arnold Young—Lower Richland Sewer
- g. Carol Goodson Eaddy—Lower Richland Sewer
- h. Robert O'Brien—Ordinance Review Ad Hoc Committee Meeting

8. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. Detention Center Contract – This item was taken up in Executive Session.
- b. Employee Grievance – This item was taken up in Executive Session.
- c. Township Auditorium Update – This item was taken up in Executive Session.
- d. Mass Fatality Training Table Top Grant – Dr. Yudice stated DHEC received a grant for education and training for public safety personnel and other stakeholders with regard to Mass Fatality Management. The scope of this grant will allow the participants to receive a completion certificate from a FEMA course designed to prepare rural First Responders, and officials with the basic knowledge, skills, and abilities to manage a mass fatality incident impacting our jurisdiction. The target audience includes First Responders, Coroners, Medical Examiners, public health officials, and others with responsibilities during a mass fatality incident. Issues addressed include establishing the roles and responsibilities, asset management, remains processing and identification, diversity issues, and development of a mass fatality plan that effect the construction of the mass fatality responses, as well as, the establishment of a family assistance center and the challenges of handling multiple deaths from an incident. This is a cooperative agreement between DHEC and the Coroner's Office to receive a \$10,000 grant, which does not require a match from the County. This funding will allow the Richland County Coroner's Office to host the training. This is a time sensitive matter, and according to Coroner Watts, it requires Council action to accept the grant funding.

Mr. Livingston moved, seconded by Mr. Manning, to accept the grant funds.

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Mr. Malinowski inquired as to what happens when the grant funds run out.

Dr. Yudice stated this is a one-time funding for this specific event.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

9. **REPORT OF THE CLERK OF COUNCIL**

- a. REMINDER: Columbia Chamber Annual Gala, October 4, 6:00 PM, Columbia Metropolitan Convention Center – Ms. Roberts reminded Council of the upcoming Columbia Chamber Annual Gala on October 4th at Columbia Metropolitan Convention Center.
- b. United Nations Community Send Off, October 8, 6:00 PM, Elm Abode – Ms. Roberts reminded Council of the upcoming United Nations Community Send Off on October 8th at Elm Abode.
- c. Capital City Classic: “A Journey Remembered” Honoring Coach Willie and Mary Jeffries, October 11, 6:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Capital City Classic Honoring Coach Willie Jeffries on October 11th at Columbia Metropolitan Convention Center.

Ms. Dickerson inquired if Ms. Roberts will be able to have the Proclamation for Coach Jeffries ready for her to present at the event.

Council moved to do a resolution instead of a proclamation.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- d. University of South Carolina – City and County Partners Reception, October 10, 5:30 – 7:00 PM, The President’s House, Historic Horseshoe – Ms. Roberts reminded Council of the upcoming University of South Carolina’s City and County Partners Reception on October 10th at the President’s House.
- e. 2019 County Council Calendar – Mr. Malinowski moved, seconded by Ms. Myers, to adopt the calendar.

Mr. Manning requested the Swearing-In Ceremony on January 8th be included on the calendar.

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In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

10. **REPORT OF THE CHAIR**

- a. Economic Development Trip Update – This item was deferred until the October 16th meeting.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – No one signed up to speak.
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – No one signed up to speak.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-025MA, Tom James, NC to GC (5.53 Acres), Lower Richland Boulevard, TMS # R21800-04-20 [SECOND READING]
- b. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS # 17707-08-01 (Portion); CF # 340-15 [FIRST READING]
- c. Assignment of Funds
- d. Requesting approval from County Council for the purchase of Aluminum Chlorohydrate (ACH) from Gulbrandsen Technologies Inc. for ongoing delivery to the Broad River Wastewater Treatment Facility
- e. Devil's Ditch Project Funding Increase
- f. Renewal of the contracts for solid waste curbside collection service in areas 5A, 5B and 7
- g. County Council is requested to approve a Work Authorization (WA) in professional services with WK Dickson & Company, Inc. of Columbia, SC for design services for various airport site-civil project improvements at the Jim Hamilton-LB Owens Airport (CUB)
- h. County Council is requested to approve a standing agreement between the Civil Air Patrol (CAP) Cadet Composite Squadron and Richland County/the Jim Hamilton-LB Owens Airport (CUB)

Mr. Pearce moved, seconded by Ms. Myers, to approve the consent items.

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In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Rose moved, seconded by Mr. Malinowski, to reconsider all of the consent items.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

13. **THIRD READING ITEMS**

- a. An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2018, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2018, through June 30, 2019 – Mr. Pearce moved, seconded by Ms. Myers, to approve this item.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

Opposed: C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Ms. McBride inquired about what this company manufactures.

Mr. Ruble stated FN is a gun manufacturer.

Ms. McBride inquired as to who they manufacture guns for.

Mr. Ruble stated their primary customer is the US Military. They also sell some weapons commercially.

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Ms. McBride inquired about the impact of the fee-in-lieu, as it relates to jobs for Richland County.

Mr. Ruble stated there are no jobs associated with this expansion. The reason we are setting this up is so they can continue to invest at the site.

Ms. McBride inquired as to how many jobs they have provided for Richland County residents.

Mr. Tushar Chikhliker, the attorney for FN America, stated FN employs more than 500 people at the Columbia facility. Since its inception in 1979 it has actually had 3,500 people come through the facility, so it is a significant employer for Richland County and the local community.

Ms. McBride inquired if Mr. Chikhliker had data on the number of residents from Richland County that are employed.

Mr. Chikhliker stated he did not have that information, but could provide that information to Council.

Ms. McBride inquired about the length of the fee-in-lieu tax agreement.

Mr. Chikhliker stated the agreement is a standard 30-year term.

Mr. C. Jackson inquired if any of the guns are sold to the general public.

Mr. Chikhliker responded some portion of the guns are, but he does not have the specific numbers. He stated he does know the Richland County Sheriff's Department is a major customer.

Mr. Malinowski stated he has asked the questions before, when it came to economic development matters, regarding how many employees may be from a particular county. Of course, no one has that information. They are not restricted to hiring from only Richland County. Any company can bring people from another area, from another county. The fact that we are hiring within the county, and surrounding counties, it proves to be an economic boon for Richland County.

Ms. Dickerson inquired if they could not have done the fee-in-lieu for less time and still gotten a good result.

Mr. Chikhliker stated, under State law, standard FILOT deals are typically 30 years throughout the State. He stated we have one of the highest property taxes on manufacturers in the United States in Richland County. South Carolina, itself, has the highest property taxes, as compared to our competitors. And, within the State, unfortunately Richland County has an extremely high millage rate. That kind of term is something that is relatively standard on these FILOT deals, and is necessary for companies to be able to continue to invest in facilities, which largely leads to the citizens in the community been employed.

Ms. Dickerson inquired about how many years the facility had been operating with a fee-in-lieu.

Mr. Chikhliker stated this is the first request for a fee-in-lieu.

Ms. Dickerson stated, for clarification, the facility has been operating here without doing a fee-in-lieu of taxes here.

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Mr. Manning inquired if this item went through the County's Economic Development Committee.

Mr. Livingston responded in the affirmative.

Mr. Manning stated, for clarification, the committee had the opportunity to ask all of the questions and standards things you do for these kinds of matters.

Mr. Livingston responded in the affirmative.

Mr. Manning inquired if there was a recommendation out of the committee.

Mr. Livingston stated the committee recommended approval.

Mr. Manning inquired if we have the percentage of Richland County employees who live in the County.

Mr. Ruble stated that is collected on an annual basis. He does not have it with him, but they can follow-up with the information.

Ms. McBride stated she has requested this information before because we are doing a tax reduction and it is affecting Richland County residents, if they are not receiving direct benefits from it. It is her understanding; we have not been keeping data on the number of residents actually from Richland County. She can appreciate Mr. Malinowski's comments, but she is majorly concerned with the residents of Richland County who need employment. She stated she did not know a lot about guns, but she inquired if these are the same automatic weapons that are being used, and we just passed a resolution on in regards to "bump stocks".

Mr. Chikhliker stated he does know the answer to that. He is not someone educated on gun issues, but he could certainly provide the information to Council.

Mr. Livingston moved, seconded by Mr. Pearce, to call for the question.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Manning

The vote was in favor of calling for the question.

In Favor: Malinowski, Pearce, Kennedy, Manning, N. Jackson and Livingston

Opposed: C. Jackson, Myers, Dickerson, Rose and McBride

The vote was in favor.

14. **SECOND READING ITEMS:**

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes;

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authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters – Mr. Livingston moved, seconded by Mr. C. Jackson, to approve this item and to have additional information provided to Council prior to Third Reading.

Mr. Malinowski inquired about the value of the 15 acres.

Mr. Ruble stated they valued the land at \$25,000/acre. However, when we put in our costs to acquire it and improve it, the value is about \$18,500.

Mr. Malinowski stated the Exhibit C Resolution does not have an actual date.

Mr. Ruble stated he would double check on this.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

15. **REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

- a. County Utility System – Mr. Pearce this item is regarding the information that was discussed that the Council Work Session. The committee forwarded this item to Council without a recommendation.

Mr. Malinowski inquired if this is a one reading item.

Dr. Yudice stated this is an item that will require an ordinance.

Mr. Malinowski stated, after hearing what he did from Citizens' Input tonight, he believes there are a lot of unanswered questions about the next item on the agenda, and that item would be included in this overall County utility system. That being included, we need to make sure exactly what we are moving forward on and providing the information needed to these people.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to defer this item.

In Favor: Malinowski, Kennedy, Livingston and Rose

Opposed: C. Jackson, Myers, Pearce, Dickerson and McBride

Abstain: Manning

The motion failed.

Mr. Pearce requested Mr. Khan to give an overview of what is included in this plan.

Mr. Khan stated during the work session he presented that a utility is an asset that we have. The asset has been neglected over the years. It is time for us to go back and revamp and revive it, and do a state of

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the art system, which we can be proud of. Not doing this could have its own consequences. Essentially, for the generations to come, we will not be able to survive a resilient service to our customers. It is driven by the vision Council had in 1978, wherein we committed that we would provide water and sewer services to all unincorporated Richland County. We made progress over the years. We had a lot of areas where we are covered, but there are a lot of areas which are still lagging behind, and this is the time for us to work on those areas. In addition to that, we have to make our existing infrastructure resilient, strong, and viable. He stated we worked as a team, it was not just his effort. He must commend the team working on this (i.e. Legal, Financial Advisor, Budget). They came to a conclusion for a path forward. The first part of the recommendation is that we make it a combined utility (i.e. one unit working hand in hand from top Northwest of the County to all the way to the Southeast of the County). The second recommendation was that we submitted a capital improvement program for every utility across the Columbia area, and across the State. There are capital improvements, which are continual improvements of the system. Whether it is replace and repair upgrade of the infrastructure or its expansion. They presented a CIP along with that, and they requested that be considered as information and allow them to finalize it and bring it back to Council in the next budget cycle. The third recommendation was there are some issues in hand. They have Broad River Wastewater Treatment Plan and the Broad River region, which have some regulatory weaknesses and issues that have to be resolved. They have to act fast and get those taken care of. There are some compromised systems (i.e. Cedar Cove). They are requested to be allowed to work with financial team to come up with a plan to resolve the regulatory problems, which could become serious issues if they are not resolved in a timely and efficient manner. The fourth recommendation is that all utilities like us have a plan. Utilities operate like an enterprise business. They look at what is the revenue stream? What are the expenses? And, how do we develop a rate structure. They engage a rate study consultant several months ago. The consultant analyzed our finances and rates. With the CIP finalizing they would be able to come back with a revised rate structure in a few months for approval.

Mr. Pearce inquired if it would be accurate to say that if we approved this plan that would give Mr. Khan the resources needed to correct some serious deficiencies we have, it would not, in any way, lock in any sewer system, in any one part of the County that may be of question.

Mr. Khan responded in the affirmative.

Ms. Myers stated on pp. 186-187 are the current wastewater rates for Broad River and Hopkins at \$20.00 for the first 1,000 gallons, and going up in increments up to \$3.87/1,000 gallons for the next 60,000 gallons. Mr. Khan said that he was still working on the revised rate system. She inquired if he expected the revised system to be a multiple of 5 times the current rate.

Mr. Khan stated he does not believe it will, but for clarification the rate Ms. Myers was quoting was for water and not wastewater.

Ms. Myers inquired if when the rate structure is revised it would be \$120 - \$130 per month.

Mr. Khan stated he does not expect that. He cannot commit to that, but he has a strong conviction that it would not be that much.

Ms. Myers requested, for the record, Mr. Khan to state the range of preliminary numbers he gave to Council.

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Mr. Khan stated currently the wastewater is \$44.54 for Broad River. At this time, he is not prepared to commit to any number, but he would not expect it to be 4 or 5 times more.

Ms. Myers stated you would expect it to go lower as more people are added to the system.

Mr. Khan stated that is correct, but there would be a time where they would have to ramp up the rate to a level where we capture the backlog or deficiencies in the system. Once they get the system back to normal it would just be maintenance and monitoring.

Ms. Myers stated when Mr. Khan did the first workshop he gave Council an estimate between \$45 - \$70 per month. She inquired if he would expect it to be wildly off that number.

Mr. Khan stated his best guess, in the first 3 – 5 years, it will not exceed \$70.

Ms. Myers stated, for clarification, that is based on usage and not the base rate.

Mr. Malinowski stated, at the last meeting, Mr. Pearce brought up the fact Council had been discussing whether or not the County would sell the sewer system, hire a manager for the sewer system, or keep running it as it currently is. He stated he does not know if that was ever resolved. He would like to see any minutes related to that, if there was a final resolution on that.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Manning

The vote was in favor.

- b. Council Motion: Move that Council immediately move forward with the revised Lower Richland Sewer Plan, which has been (1) improved to remove lift stations from private property (consolidated into 3 on public property), (2) expanded to replace all failed, closed septic systems at Richland One Schools (Hopkins Elementary and Middle Schools and Gadsden Elementary School) and the Franklin Park subdivision, (3) clarified to ensure that access to public sewer is available, without tap fees, to any requesting resident along the revised route, who requests service as the line are being constructed. No resident will be required to tap on to the system unless they wish to. Staff is further instructed to expedite the planning and procurement process to facilitate commencement of construction by April 2019, and targeted build out to residents, schools, and McIntyre Air Force Base by August 2019 [MYERS]
– Mr. Pearce stated the recommendation from the committee is to proceed with an alternative, that in effect, would revise the approved plan and reopen that for discussion, at which time the issue of which road(s) would be debated, and have a public hearing to hearing from the citizens.

Mr. N. Jackson stated there were two (2) motions.

Mr. Pearce stated we had two (2) motions. We took them up together because both were dealing with Lower Richland. As he recalls, this was the one that dealt with both motions. What the committee is doing is offering a recommendation, which is open for discussion and if anyone would like to change it or offer a substitute motion, they are welcome to.

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Mr. N. Jackson stated the reason he said the motion was not properly before us because it says to move forward with the revised motion. There was never a motion or procedure to revise the existing sewer plan. So, when staff came up with a motion to move forward with the revised motion...when was the public meeting? Where was the public hearings? Where was it noticed to the public that Richland County decided to revise the existing sewer plan that was passed. We had 2 readings and a public hearing. We went to court and won the suit, and only 3rd Reading was left. Somehow staff had the marching orders to revise the sewer plan, and a motion was made to move forward with the revised plan. If there was not a motion to revise the plan, then this motion is not properly before us. The proper way is that a Council member puts a motion on the table. It goes to committee. Staff prepares whatever documentation and how to move forward with that motion. That was never done. His concern is that when he made his motion in September 2017, he was asked to hold back on the motion. In February 2018, the former Administrator had the motion on the agenda again. It had to be removed because it was not proper. It was not proper then. It is not proper now. There were 23 easements, not lift stations. The tap fee was eliminated. Everything that is in this new motion has already passed. The only difference is you are running sewer line down Air Base Road where there are no houses and a railroad track. When the first motion was made, and the one that needs 3rd Reading, Cabin Creek Road has over 148 houses that signed up for sewer. The route has been deviated from those houses. His point is if you are going to reroute it, at least serve the people who signed up on Cabin Creek Road. Running it down Air Base Road does not make sense. McEntire Air Guard is already paying \$1.5 million to tie into the system. This system is now costing another \$17 million. The first system the money is there and has already been approved. The new system we have to find additional funding. Also, School District One was requested to provide an additional \$4 million. They should not have to do that with the original plan. What he would recommend is that we do a Phase II or III, but to move forward with the plan that was already approved. The plan that we had over 20 community meetings. Where we had citizens for and against. It was properly, publicly discussed and Council made a decision to move forward with 3rd Reading. That is why he is saying we should move forward with last plan approved, not revised, because there is no motion to revise the plan.

Mr. Pearce stated, for clarification, the motion would revise the approved plan.

Mr. N. Jackson stated his motion is to move forward with the original plan where we had the funding.

Mr. Pearce stated, for clarification, without any revision.

Mr. N. Jackson stated you can have a Phase II or III to the plan, but to have a revision we have to do Three Readings and a public hearing all over again. It is easier to add a Phase II or III to the plan, but what is before us now is to do a new route, and that is going to cause some problems.

Mr. Pearce stated, with all respect to Mr. N. Jackson, the committee felt like they took your motion under full consideration. If we failed, he apologizes.

Mr. Rose stated what Mr. N. Jackson is saying that if you revise the plan, then you have to have another public hearing. He feels like it is time to have a public hearing. From what he is hearing, there is a lot of uncertainty from the community about how this will be implemented. He thought Sen. Jackson's remarks were well founded. He wants to assist and alleviate issues that are existing. He would ask staff if there has been a public hearing in the area that would be affected recently.

Ms. Myers stated she has held six (6) public meetings. And, her motion is for another public hearing

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along with moving this forward.

Mr. Rose stated it's not bad to have the ability to revise a plan because that is what the community wants is to be able to have a public hearing, be heard, and have the ability to make some changes. He inquired if this approved tonight, there is a public hearing going forward, but what is being locked in with this vote tonight.

Mr. Khan stated the public hearing that Mr. N. Jackson referred to did take place, although he was not a part of Richland County, at that time, he did attend one of the public hearings. The public hearings were conducted as a part of the regulatory requirement for DHEC to issue the permit to construct. As time moved on, Ms. Myers came aboard and her opinion was that we have to do it in a way that we can serve the public's interest and revise it to the best fit needs. He went back to the drawing board. He came up with a plan. He shared that plan with Administration, as well as the District 10 and 11 Council members. They held several public meetings, as well. His impression was that the tone was totally different from the first meeting he attended. The future public hearings will take place. If, and when, you choose to approve this project that would be allow him to proceed forward with the design stages of the project. When the project gets designed it will go to DHEC for approval. When DHEC is approving it, a similar set of hearings will take place again for them to issue the permit to construct.

Mr. Rose inquired about what is being locked in with the vote tonight.

Mr. Khan stated, his understanding is to proceed forward with the preliminary engineering design of the project, and then present it back to Council that this is the final preliminary engineering analysis. This is the path forward. And, then you allow him to move forward to do the full blown design. That design will be presented to Council, and then you allow him to proceed with construction. There are several steps to come. Today, you will be allowing him to go forward and formalize alternative 5, as submitted in the agenda packet.

Mr. Rose stated, for clarification, there are going to be more votes before a plan is locked in.

Mr. Khan stated there will be multiple stages to come where this project will come in front of you and you would have an opportunity to review, revisit, modify, amend, approve or disapprove.

Mr. Rose stated, for clarification, in these steps going forward there would be public input from the community for each step.

Mr. Khan stated the way it works is should you like to do other public hearings through the Richland County operations he would be glad to do that, but DHEC, by mandate, when they issue the permit to construct, they have to conduct "X number" of public hearings, and they will be conducted to take input from the public before they make the decision to allow us to go for construction.

Mr. Rose stated, for clarification, in the design process, State law is going to mandate that DHEC have public hearings.

Mr. Khan responded in the affirmative. The public hearings will be attended by Richland County to answer questions.

Mr. Rose stated at one point and time there was a staff recommendation to go back to the School

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District for additional funding to address the issues at the schools. He inquired as to where that stands presently.

Mr. Khan stated that is above his pay grade. There is progress being made.

Mr. Rose stated those discussions are obviously ongoing.

Mr. Khan stated it is not Richland County's obligation, but he feels schools need to be taken care of.

Dr. Yudice stated, it is her understanding, the School District has approved \$2 million. The County requested an additional \$500,000, and the Board was supposed to discuss that.

Mr. Malinowski stated a lawsuit was brought against Richland County in this matter. It is his understanding, Richland County won the lawsuit. When Richland County won the lawsuit, they won it based on certain information that was provided to the court. Would we not have to abide by what the final result of that lawsuit was, based on the information we provided the court vs. something that is being added now.

Mr. Smith stated there were two (2) parts to the lawsuit that was brought. The first part, requested the court to enjoin or stop Richland County from going forward with a plan to provide sewer service to that area. The court denied them ability to stop us from going forward. There is one portion of the lawsuit that is still pending that deals with whether or not Richland County provided certain documents under the Freedom of Information Act to the group that requested it, but that does not have anything to do with the merits of the plan.

Mr. Malinowski stated on July 23, 2013, at the Development & Services Committee, he had a motion that passed to explore water and sewer service expansion in the unincorporated portion of Richland County. A motion like that had to go to a committee, and then come to Council, so he does not see why a motion to change something would not have had to go to the Council to be assigned to a committee to come forward. It is his understanding, it just kind of got to the committee. From what he is hearing, it is like Mr. Khan and a Council member got together and decided how you were going to revise a plan without the full Council being involved.

Mr. Khan stated in the agenda packet there are multiple options that he has handed over to Council. When he starts working he has to decide if it is a viable option or not. The one he felt was the best option he presented to Administration and shared his comments and recommendations. From that stage, it went to the Council members, Ms. Myers and Mr. N. Jackson, and got them on board. Today, he is standing in front of you to present the same case to full Council with all 5 options on the table.

Mr. Malinowski inquired why we would run a sewer line up a road, along the railroad tracks, with no houses on it vs. the original one that went past all these homes, that he believes, Mr. N. Jackson referred to.

Mr. Pearce stated, for clarification, we are not approving a specific routing of a road with this motion.

Mr. Malinowski stated that is part of the revised plan.

Mr. Pearce stated we are voting to revise a plan.

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Ms. Myers stated, for clarification, the reason the road is there is because there is one way to get to Gadsden Elementary, and it is down that road. To the extent, that you are going to connect to Gadsden Elementary School, you either have to go Bluff Road or Air Base Road, which is why it is there. She told Mr. Khan the other day, when the questions regarding Cabin Creek were raised, if a thousand people come to him and ask to be added, we would be crazy not to. The intent is not to exclude homes. It is to include. Mr. Khan is the engineer. She did not engineer a plan. That is Mr. Khan's plan that she thought would be helpful to pick up the 3rd school that has an open sewer. That is the only purpose.

Mr. Malinowski inquired as to why we cannot move forward with the original plan, which is a whole lot less money, and then put these other items as difference phases or additions. We are going 2 ½ times the money from 2014.

Mr. Khan stated we do not build the infrastructure for one project, one house, one street, or one area. We build the infrastructure for ages and years to come. The system he is recommending will build the backbone of the system so that when the next generation comes in we have a system in place, which can be expanded and tied onto to meet the needs. They did not do it so diligently in the Broad River, and there are some shortcomings we are dealing with. They do not want to cross that bridge when they finish this asset. The way the line is aligned is pure hydraulics. You can put the pump and pipe and send the water anywhere you choose to. The Master Plan they have developed would allow you to cover the drainage basin. The phases developed are developed for the future needs. Comparing apples to apples, the DHEC approved project can only be compared with Phase I of the project. There are pros and cons of both of the plans. The approved project had issues, which will not serve 10, 20, or 30 years down the road, and somebody will be standing here being asked why did you do this? And, he does not think they would have an answer. It is a pure engineering judgment, along with the directions and needs of the Council.

Mr. Livingston inquired if p. 197 of the agenda packet is the committee's recommendation under "Notes", and if the information included under the "Subject" section was supposed to be a part of the motion.

Mr. Pearce stated the motion is, "to proceed with an alternative, that could be revised, as necessary."

Mr. Livingston inquired if he already has the revised plan, based on the information under the "Subject". He stated Mr. Khan mentioned his recommended plan, and then inquired where that plan is located in the agenda packet.

Mr. Khan stated if you look at the staff recommendation in the briefing memo on p. 200.

Mr. Livingston stated, for clarification, we are not undoing the previous plan. It will still be there, and would be an option.

Mr. Khan stated his recommendation would be to go with a new plan, which is Alternate 5. That is a modified version of the approved plan.

Mr. Livingston stated, for clarification, all we would be voting on is to give Mr. Khan the authority to pursue an alternative plan.

Mr. Manning stated there was a question about Richland One and the Board of Commissioners. There

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was a letter written from Richland One Office of Superintendent, and signed by the Chair of the Board, dated September 21, 2018 that was sent all members of County Council. At the top of p. 3, it says, "Finally, after several meetings with Richland County Administration, including a meeting with County Council Chairwoman Dickerson, Richland County School District One has discussed and communicated the following: Richland One Board of Commissioners has approved the contribution of \$2 million, and an additional \$500,000, if necessary, to support the Lower Richland Sewer Project." So, the answer, to an earlier unanswered question, that is the answer.

Ms. Dickerson stated according to the Council's Rules, because we belabored this a lot in the workshop, Mr. N. Jackson has spoken twice on this item.

Mr. N. Jackson stated this is the first on this subject that Ms. Dickerson is limiting it to 2 times to speak. He stated he has concern with that because she has never done it before, but when it comes to Lower Richland Sewer she wants to limit it. He stated he is not against public input. That is paramount. The public needs to understand and be involved. He was concerned about the process. There was never a motion to allow staff to do what they did upfront and then tell us to do a revised motion. He stated you can lay pipe anywhere and it can work with the proper pumping system, and proper size. Therefore, it does not matter where you lay the lines in the engineering process it can work. The original plan, the size of the pipes was not large enough for future expansion. Initially, when we asked the question, about the original pipes, we were told that it would develop some gas and there could be an explosion. He said the system could be vented. If the system is vented, the larger pipes would aid expansion in the future. He stated he had over 20 public meetings, and they had a lot of good discussions. The tap on fee was eliminated. No one was forced to sign anything. No one would lose their land. He stated Air Base Road is not the only route to Gadsden Elementary School. Air Base Road will tie back into Cabin Creek Road, at Congaree Road, and goes to Gadsden Elementary School the same way. He stated he has lived in the area for 40 years, and he knows the route. With the revised plan we are eliminating over 148 houses on Cabin Creek Road. McEntire Air Guard already committed to pay \$1.5 million to tie into Cabin Creek Road to continue. Some members of Council went to School District One to get an additional \$4 million for the revised plan. The concern that District One had was why come to us with a revised plan and there was no official revised plan. They decided to stick to the \$2 million that was approved and give an additional \$500,000. They had reserved over \$430,000 for Gadsden Elementary. What he thought was wrong was to go to the School Board and say, "We need an additional \$4 million for the revised plan," when there was no revised plan. He is talking about process because everything he has done on this Council; he has followed the proper process. He makes a motion, and if he is successful he has a minimum of 5 votes and it is done. He should expect all Council members to follow the same process. He supports public input, and he wants public input. If the public see that its fit to go down Air Base Road, that is fine, but the original motion he made for the sewer had nothing to do with Air Base Road. It dealt with the developers' plan to put two (2) sewer treatment plants in Hopkins, and he was totally against it. Eastover has a plant that has a capacity for several thousand houses, and he said run a line to the Eastover plant. The schools in Hopkins had a problem with DHEC; therefore, they were fortunate to be able to tie into the system. We can have a public meeting, and go through the same process again because he wants the public's input. He is just talking about the process and the false information that there were 23 lift stations. There were 23 easements, not lift stations. If you look in the plan passed, the tap fee was eliminated. To tell the citizens we are going to eliminate the tap fee, and get rid of the 23 lift stations is not true. That has already been done. He wants to make it clear to the citizens that the so-called revised plan is about the routing and the size pipes, not about what has already been passed.

Ms. Myers stated, just note, as a starting matter, all of the pipes that we are discussing in District 10,

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which is the district that she represents. As a secondary matter, we are discussing plans that were 2012, 2010, 2005, and 2015. She was elected in 2016. If those plans had been approved in 2018, we would not still be in this place. If they had been accepted by the community, we would not still be in this place. Since she was elected, Mr. N. Jackson is exactly right, she has spent copious amounts of time on this project. She has read every piece of paper in Richland County on this project. She has had over 10 conversations with Rural Agriculture on this project. She has held countless community meetings on this project. She has been on the radio ad nauseam about this project. And, have directly call some of you who complain about not having information about the project, and not gotten a call back. She will say she is not an engineer. Do not purport to be one. When she met with Mr. Khan she said to him, we have McEntire that has been a part of this project. Now since the plan was approved, so-called, awarded a financing package in 2012. In 2015, a 3rd school failed. There is no way for it to be in a 2012 plan, if it fails in 2015, and we start making plans at that date. And, it is illogical to spend this much money knowing that a 3rd school needs service, and not to service it. She does not care what road it goes down. She cares about the priority places, that Mr. Khan has recognized, as cited by DHEC, get picked up. She does not have conversations with developers. She has not talked to developers about this plan. She does not know if they love it or hate it. She does not care. This is a plan for infrastructure. The backbone was designed by Mr. Khan. The role of local government is the fair and equal provision of public services to the taxpayers. Public infrastructure is a public good. She is not going to make any money off of it. She has not asked anybody to help do anything in secret for it, but this plan is critical. The reason that this troubles her so much is because where we are now there has been a lot said. Most of it is not fact based. When you hear people telling you that we have hatched a plan with developers, and she is a tool of developers, everybody who knows her knows she knows her own mind. She does not sit with developers for information. She reads. She talks to the residents. She talks to her colleagues, and she gets instruction from the experts. This is a plan for a community that needs a plan; however, it is not a perfect plan. And there can, and will, be changes. The motion before us is not in concrete. It specifically is a motion that says, "Please allow the engineers to get going doing something. Bring it back to us. Present it to the public." She specifically said in the D&S meeting, we need to have a public hearing, not just have a 3rd vote because we could have done that. We specifically said we have to have another meeting. When you hear folks telling you they have got first-hand information that there is some hocus-pocus and a developer is coming through to take your land, ask them to show them the piece of paper. It just is not fact based. As she says, every time she goes to every meeting, you are welcome to call me 908-3747, and she will talk to you about sewer ad nauseam, but what she will not do is engage in hyper, over the top bad information that is based in nothing. We are asking approval of the right to make a plan, that is all. The right to make plan, then discuss the plan. There is no move here to dig up your street, or anybody's street. It is the right to give our Director of Utilities authority to make a plan.

In Favor: C. Jackson, Myers, Pearce, Dickerson, Livingston, Rose and McBride

Opposed: Malinowski, Kennedy and N. Jackson

Abstain: Manning

The vote was in favor.

- c. Council Motion: Move to authorize Dr. Yudice and staff to utilize emergency funds to facilitate third-party well testing in areas potentially impacted by Westinghouse's previously undisclosed 2011 uranium leak. Funds would be available for testing over the next thirty days, subject to individual requests [MYERS and DICKERSON] – Mr. Pearce stated the committee recommended for Council to identify funds

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that would be used in a temporary mode, and once it is determined Westinghouse's liability, that these same funds that are being used would then be attached to whatever liability that they have, so it would be clear this is not a donation by the County, and should be paid back at a later date.

Mr. Livingston inquired if we need to talk about how much and where the funds are coming from.

Mr. Pearce stated it did not identify any funds. It recommended that Council identify the funds.

Mr. N. Jackson stated problem is it affects County issues, but it is a State and Federal issue. Federal with the Nuclear Regulatory Commission, and State with DHEC. What we are asked to do is pay for something that DHEC is already doing, or will do. We are supposed to spend additional funds to take care of something that DHEC will do. He has not seen the Senator or the House member asking for funds from the General Assembly to do the testing. Last night at the meeting, Westinghouse said they will not pay for it because there is a super site across the across the road from Westinghouse, a brownfield, which we cannot prove if the wells were contaminated by Westinghouse or brownfield. If Westinghouse has caused the problem, they should pay for it. We would should not have to pay for it, and hope Westinghouse pays us back. When Westinghouse decided to have a PR firm speak about their image, Westinghouse is more concerned about its image. They are not concerned about the citizens of Lower Richland. If they were why would they have a problem paying to test the wells. At the end of the day, DHEC said they will test 15 wells. They have tested 8 so far. He does not see why we should spend additional money to test over 1,000 wells when DHEC is the authority, and they make the final decision. He is concerned about Lower Richland. He wants clean water. He wants safe water. That is why he made the motion to build a safe system for the Lower Richland community, and have Westinghouse and other companies that contaminate the Lower Richland area pay for the system.

Mr. Manning stated he shares some of Mr. N. Jackson's concerns about the fact the Legislature, through Act 388, and the amount of money by the formula, in that State law, the counties are supposed to get. Each year, including this year, they put together a proviso to not give the County the money that the State law says we should get. And, then things like this happen and it is their responsibility, and because we are compassionate, good-hearted people we try to fill a gap. He imagines they just laugh, and next year they are going to come back and do the same thing and continue to not take responsibility for what is their responsibility. He is torn between anything that we can do for the sake of our citizens, he wants to be mindful of, but at the same time, there are people that are elected by citizens that are responsible for this through the SC Department of Health and Environmental Control for well, well water safety, and this kind of testing. He stated he is concerned about where the money is coming from. He would like to add a friendly amendment that at the same time, if Council moves forward on paying this, we also enter a suit against Westinghouse and DHEC for not paying for it.

Ms. Myers stated she is happy to accept the friendly amendment, but her committee Chair needs to give her leave to do that.

Mr. Pearce stated he would agree to that.

Mr. Livingston inquired if we will procure a firm to do this or how will we do this. Will anything come back before us to vote on?

Dr. Yudice stated they already requested 3 quotes. The range is between \$210/per test - \$900/per test.

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Mr. Livingston inquired about how many test we may have to do.

Dr. Yudice stated the discussion in committee was to identify up to \$70,000. The recommendation will be to go with the company that charges \$210/per test.

Mr. Malinowski inquired as to what happens once the test is done.

Dr. Yudice stated she believes we will have to talk to Westinghouse, depending on the results, and have an action plan with them.

Ms. Myers stated she was at the meeting last night. Westinghouse did not unequivocally say they would not pay. They said they are discussing it, and we said the reason we are not holding off until they make a decision is because people have water they are drinking that we need to make sure is safe. It is a health and safety issue, but we made it clear to Westinghouse that we would unequivocally expect them to pay for these items. This is not meant to be a freebie for Westinghouse. They were not happy that is what we were asking for, but they certainly did not say they would not pay. That is why she likes the friendly amendment.

Mr. Livingston inquired if we can include a letter requesting Westinghouse to pay for the test.

Mr. Pearce accepted Mr. Livingston's friendly amendment to include a letter requesting Westinghouse to pay for the test.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

- d. Council Motion: To resolve the water contamination issues in the Lower Richland community and put the citizens at ease I move that Richland County move forward with the water system already approved with partnership with Westinghouse nuclear energy plant, International Paper, SCE&G and others to provide seed funds as they all have contributed to water quality in the area [N. JACKSON] – Mr. Pearce stated the recommendation of the committee is to direct the Utility Director to explore the potential of receiving seed money to expedite this project.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Manning, Dickerson, N. Jackson and Livingston

Opposed: Rose

The vote was in favor.

- e. Upgrading the Murray Point Lane Water System (aka White Rock Water System) – Mr. Malinowski stated he received a call from one of the people that lives in this area, and they inquired if there will be any citizen input regarding this matter.

Mr. Khan stated there is no formal requirement for a public hearing, but if Council would like a public hearing one could be scheduled.

Mr. Malinowski stated he informed the individual there likely would not be a public hearing, but would

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determine if that were the case. In addition, they would like to be provided the potential rates to be charged vs. Columbia resident rates.

Mr. Khan stated they could provide a comparison table of the City of Columbia rates, the County's current rates, and the future proposed rates to Mr. Malinowski and/or the citizens.

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

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

- a. County Council is requested to approve the award of the contract for the Fountain Lake Rd. Paving Project to Armstrong Contractors, LLC – Mr. Livingston stated the committee's recommendation is for approval of this item.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Opposed: Malinowski

Mr. N. Jackson moved, seconded by Mr. Livingston, to reconsider this item.

In Favor: Malinowski

Opposed: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- b. Hospitality Tax Funding for EdVenture – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski inquired, for the record, if the employee responsible for costing the County taxpayers' \$58,000 have been disciplined.

Dr. Yudice stated her understanding is the employee has been disciplined and removed from handling grant matters.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- c. Council Motion: Move forward with review of the SE & NE Sport Complex plans to promote tourism and

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support AAU and other sports in the county [N. JACKSON] – Mr. Livingston stated the committee recommendation was to move forward with a study.

Mr. Malinowski inquired if part of this study is the property that the utilities was an issue.

Ms. Dickerson responded that it is not that property.

Mr. Malinowski inquired if this the study will include public input.

Dr. Yudice responded in the affirmative.

Ms. Dickerson inquired if a study was done on this particular item at the request of a former Council member.

Dr. Yudice stated she believes there is a study that completed for the Northeast.

Mr. Madden stated on p. 220 of the agenda packet, under the “Background” section, it references 2 feasibility designs and studies that were completed. It believes the motion from the committee is to allow staff to revisit those and present back to Council.

Mr. N. Jackson stated there were 2 studies. In the Northeast there is one for a softball/baseball complex and in the Southeast a basketball. The Northeast one was changed to waterpark, and defeated.

Ms. Kennedy stated the waterpark was before her time, but they did talk about a sports complex, and it was defeated.

In Favor: Malinowski, Myers, Kennedy, Dickerson, N. Jackson, Livingston and McBride

Opposed: Manning and Rose

The vote was in favor.

- d. Request from the University of South Carolina’s Center for Applied Innovation and Advanced Analytics to partner and implement (including funding) a project that would provide rural internet to those areas of unincorporated Richland County that do not have access to broadband – Mr. Malinowski stated the notes from the committee meeting says, “The committee recommended Council approve staff developing a partnership agreement with USC and bring it back to Council, with a recommended funding source.” He stated part of the recommendation was also to bring back answers to questions posed by committee members.

Mr. Malinowski moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

- a. Change Order to contract CPS 18054 with S&ME for due diligence at the Blythewood Industrial Site – Mr. Livingston stated this is a site we have been purchasing in that particular area trying to create a mega site. We are looking at about 657 acres of land, and we need to do some further investigation. The request is \$21,000 to continue the investigation.

Mr. Malinowski stated he understands, from reading the backup documentation, the reason for the \$21,000 is about finding artifacts and other ancient sites on the property. On p. 230 under “Analysis & Reporting” it says, “After project clearance has been obtained, S&ME will transfer the artifacts and relevant notes to the landowner at the completion of the project...” It seems that the County is paying for it, so the County should have the option of where they go, and he believes they should go to some historical society.

Mr. Ruble stated they identified potential “hot spots”. He does not know that they have specific artifacts in hand, but as part of the negotiations when we got the property under contract we agreed to provide the property owners the due diligence, which is why they would get a copy of the due diligence.

Mr. Malinowski inquired if we have to do the due diligence as the purchaser.

Mr. Ruble stated as a potential purchase. We have the property under contract or option.

Mr. Malinowski inquired, even if we buy it, we are giving them anything that may be found.

Mr. Ruble stated we are giving them the due diligence study, not the actual artifacts.

Mr. Malinowski stated it says, “the company will transfer the artifacts and relevant notes to the landowner.”

Mr. Ruble stated they own the property, we do not.

Mr. Malinowski stated, for clarification, we are giving them the study report, but not the artifacts. This says we are going to give them the artifacts. He inquired as to why we would we give them artifacts if after that we purchased the property.

Mr. Ruble stated we would not then. We would be owners then.

Mr. Malinowski inquired if the County is going to wait until we purchase it before any transfer.

Mr. Ruble stated, more than likely, if we find a bunch of artifacts out there, we are not buying the property. That is why we are doing the due diligence.

Mr. Malinowski stated he would still like to see them given to some historical society.

Ms. Kennedy stated no one has identified what kind of artifacts we are talking about.

Mr. Ruble stated they did a cultural resources study and in doing that they try to identify where there might have been development that could slow down development. They identified about 4 or 5 hot

spot, which could be a pottery shard or Indian head.

Mr. Livingston stated what we are trying to do is develop a mega site, which is pretty rare. We were able to do Jushi because we had a huge site, and this would allow us to develop another mega site for a huge project in Richland County.

Ms. McBride inquired about the cost.

Ms. Dickerson stated \$21,000.

Mr. Livingston stated what is before us tonight is to continue the study and do the due diligence on the land.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Blythewood; identifying the project; and other matters related thereto – Mr. Livingston stated the committee is recommending that we commit to negotiate the fee-in-lieu of ad valorem agreement with Project Blythewood.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

19. **NOTIFICATION OF APPOINTMENTS**

- a. Richland Library Board of Trustees: Six (6) Vacancies – Mr. Malinowski stated the committee interviewed 10 individuals over the course of 2 meetings. One of the individuals withdrew, due to personal matters. The committee recommended appointing Ms. Yvonne Stocker, Ms. Avni Gupta-Kagan, Ms. Erin E. Johnson and Ms. Jennifer Ford. The committee had no recommendation on the other 2 vacancies.

Mr. Rose made a substitute motion, seconded by Mr. Pearce, to accept the committee's recommendation and to nominate Rev. Johnny Ray Noble and Ms. Lee Rambo.

Mr. Malinowski stated, for clarification, the reason the committee only recommended four (4) is those are the only four (4) we could get consensus on.

Mr. Livingston stated Mr. Rose's motion is simply to amend the committee's recommendation to add those two.

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Ms. Dickerson stated Mr. Rose has added two (2) names to the committee's recommendation. One of them, she does not want to vote for. So, if that is the case she will have to vote against the whole slate.

Ms. McBride made a 2nd substitute motion, seconded by Mr. Malinowski, to accept the committee's recommendation and to vote individually for the remaining vacancies.

Mr. Manning inquired if the person's name that withdrew was on the agenda.

Mr. Malinowski stated their name is not on there.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor of the 2nd substitute motion was unanimous.

Mr. Livingston moved, seconded by Mr. Rose, to appoint Ms. Lee Rambo and Rev. Johnny Ray Noble.

POINT OF ORDER: Mr. C. Jackson stated he thought the motion that passed was that we would take them up one at a time.

Ms. Dickerson stated that was Ms. McBride's motion, so Mr. Livingston's motion is not in order.

POINT OF ORDER: Mr. Manning requested Mr. Malinowski to read out the remaining names of the applicants Council will be voting on.

Mr. Livingston inquired as to who on the list is an incumbent.

Mr. Malinowski responded Rev. Johnny Ray Noble is an incumbent.

Rambo: Malinowski, Pearce, N. Jackson, Livingston and Rose

Frierson: C. Jackson, Pearce, Manning and Dickerson

Watson: Malinowski, Myers, and Pearce

Snelgrove: Manning, Dickerson and McBride

Noble: C. Jackson, Myers, N. Jackson, Livingston, Rose and McBride

Ms. Roberts stated Ms. Lee Rambo and Rev. Johnny Ray Noble were appointed.

Mr. Manning inquired if Ms. Rambo got six (6) votes.

Ms. Dickerson stated she got five (5) votes.

Mr. Pearce stated it's the two (2) with the most votes.

Mr. Manning stated, for clarification, that it is the two (2) highest, not the majority of Council and we do

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not go back and re-vote.

Ms. Dickerson stated that is correct.

Mr. Manning stated he wanted to go on record that he does not think that is correct. That without a majority of Council you should not be appointed to a board. That is you do not have a majority of the Council that is here, then there should be another round of voting.

Mr. Smith stated the way this has worked with Council is that when you vote on these persons, individually, for the appointments to these boards and commissions, the candidate(s) that have the most votes are the ones that you appoint, based on the number of votes they get.

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

- a. Approval for Garners Ferry Road and Harmon Road Intersection Condemnation – Mr. C. Jackson stated there is no action required on this item. We were going to recommend that Council approve condemnation; however, the homeowner signed the agreement.
- b. Approval to construct sidewalk around the existing brick mailbox and reduce the sidewalk width to approximately 4', directly behind the mailbox – Mr. C. Jackson stated the committee recommended to approve extending the sidewalks 4' to go around the brick mailboxes in this neighborhood.

Mr. Malinowski inquired if there was any citizens' input on this to make sure they wanted sidewalks.

Mr. Beaty stated the sidewalks before Council are part of the Candlewood Neighborhood Improvement Plan, which County Planning had a series of public meetings in the past where these neighborhood plans were put together.

Mr. Malinowski inquired if there was citizens' input.

Mr. Beaty responded in the affirmative.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

- c. Approval to defer Hampton Street design and move forward with resurfacing and restriping Calhoun Street Road Diet – Mr. C. Jackson stated there is a recommendation to defer this item until the October 16th Council meeting. The City has requested to hold another public hearing on this matter before they sign on to it.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston and McBride

The vote in favor was unanimous.

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- d. Approval of the draft to House Representative Bales clarifying that the Shop Road Extension Transportation Project does not include bicycle lanes – Mr. C. Jackson stated the committee recommended approval of the letter and to allow Dr. Yudice to send the letter to Rep. Bales on behalf of the County.

Mr. Malinowski stated he does not understand why we have to approve somebody sending a letter in response to one we received.

Mr. C. Jackson stated we are doing certain things where we are giving the Assistant Administrator permission and authority to act as the County Administrator. This letter was directed to the County Administrator.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- e. Approval of Polo Road Right of Way Easement with the City of Columbia – Mr. C. Jackson stated the committee recommended moving forward with the easement. The City has placed in writing its efforts they will make to minimize any of the issues involving or relating to repairs and work that needs to be done, as well as, coordinate with the County prior to any work so there is no incurred by the County.

Mr. Malinowski inquired if the easement is within the City or unincorporated Richland County.

Dr. Thompson stated it is within the City.

Mr. Malinowski inquired if the funds for the easement be coming from the City's Penny Tax portion. His question is, it is within the City, the City's funds are paying for it, seems like the County stands to lose a lot if the City does not like the way it is done by them being able to come back and tell the County that you have made a mistake. It says in there, "...should the construction, maintenance, operation or existence of the encroachments, as described in this agreement, cause the City now or in the future to have to relocate or replace any portion of the City's existing water main, appurtenances or associated facilities, then such relocation or replacement shall be the sole expense of Richland County." He stated we are doing this within the City, for the City, yet in the end we are going to be responsible if something goes wrong, at any point in the future. He does not see that as good for the County.

Dr. Thompson stated, this was the issue at hand, the City did give us in writing that if they have to make any modifications or repairs to their utilities that they will reach out to us, so that they do not simply damage the shared-use path. Also, Mr. Beaty can add additional information. We are not talking about them going out next year to make repairs. We are talking about pipes that are going to be out there for at least 50 – 60 years.

Mr. Malinowski stated, if there is a mishap, the way this is worded, sure the City is going to talk to you first, and as soon as they are done talking they are going to say, "and here's the bill."

Mr. Beaty stated this is an existing waterline that has been in place for about 30 years. It should be in place for another 75 years before any repairs are needed. What we are proposing to do is place 10' concrete sidewalk across their easement. The City is telling Richland County, if something happens to

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their waterline, for whatever reason, they will notify the County that they need to come out and repair their line. They are going to cut out a section of the concrete path to repair their waterline. Since the County will be in there by permission, the City would not fix the sidewalk back, that responsibility would be on the County.

Mr. Malinowski stated he is not understanding Section 5 then because that is not what it is saying. We are not talking about the sidewalk section. We are talking about the actual pipes that are under the ground.

Mr. Beaty stated, he is an engineer and not an attorney, but he thought that was referencing, if during the construction of the shared-use path, if the construction were to damage the waterline, then the County would be responsible for repairing the damage.

Mr. Malinowski stated, it says here, "If the City now or in the future has to relocate or replace any portion of the City's existing water main, and other related items, then that relocation or replacement is the sole expense of Richland County."

Mr. Livingston stated, it also says, "If such location or replacement will be for the benefit of Richland County, not required by the City..."

Mr. Malinowski stated you keep reading and it says, "...relocation and replacement, but only at Richland County's sole expense."

Ms. Kennedy stated so we are going to foot the expense if something happens to it.

Mr. Beaty stated only if it is at the fault of Richland County. If when the sidewalk contractor is going in there and he tears up the City's waterline, then as an agent of Richland County, the County is responsible. And, then the City is saying, "if in the future, at some point in the future, they have repair their line, if the County's sidewalk is on top of their line they are going to tell you that they have to repair their line and they are going to cut out a piece of sidewalk."

Ms. Kennedy stated, for clarification, we are going to pay them to repair their line.

Mr. Beaty stated the County would only have to pay to repair the sidewalk.

Ms. Kennedy inquired why would have to repair the sidewalk.

Dr. Thompson stated because we are on their current right-of-way.

Ms. Myers inquired if it was standard, in these kinds of contracts, that the person who destroys the thing fixes it back. Would it not be usual for the person who destroys the thing, to get to its property, to repair it leaves it for you to come back and fix it.

Mr. Smith stated this looks like an encroachment agreement, which authorizes Richland County to go onto what is the City's property, where this pipe is, to put the sidewalk in. You have the language that deals with, if in constructing that sidewalk, or if we have to maintain it, at some point we damage their pipes then we would be responsible for any damage we do in the construction or maintenance of the sidewalk.

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Ms. Myers stated they further say that if they come in to make repairs to their pipe and destroy our sidewalk they will make us aware and we will be responsible for repairing the sidewalk.

Mr. Smith stated that language, in that particular case, obviously the City is saying, if they have to come in to repair or replace their pipes, and in doing so they have to tear up the sidewalk, we have put in, they will ask us, at our expense, to put it back.

Ms. Myers inquired if that is unusual.

Mr. Smith responded it is unusual.

Mr. C. Jackson stated in the letter we sent to the City, and they confirmed it, regarding this issue where there was a meeting held on August 16th, it says, "...we discuss maintenance activities anticipated for the waterline under the proposed path along Polo Road. It is our understanding the City anticipates that any maintenance or repair, of the existing waterline, will be very infrequent, and the City will make every reasonable effort to coordinate with the County prior to any activities." The point that was made that they could not go any further that in the conversation was that they would not just come in and destroy our sidewalk, if there was a problem with their waterline without coordinating with us before they did any digging.

Ms. Myers stated, for clarification, in notifying us have they said they will pay, or are they just coordinating so we will know we have to come fix.

Dr. Thompson stated they did not say they were going to pay. They are just going to coordinate with us.

Ms. Myers inquired if the City was asked to pay.

Mr. Beaty stated that was a part of the conversations. And, they said since they are allowing Richland County to be on their property, and they have prior rights, it is similar to any other roadway project. If a utility is there, or in this case, the County, is there by permission, then when the owner has to affect their property and they can ask you "Hey, I've got to work on my property. You need to get out of my way". That is basically what the City is saying is they are there first.

Ms. Myers suggested, if that is their position, because it will have impact on all other such agreements within the City limits, and we will end up assuming liability, we coordinate through Mr. Smith to get some uniformity with this and come up with something that makes more sense than this because this could be quite expensive, if it is across all of the contracts.

Ms. Myers made a substitute motion, seconded by Mr. Malinowski, that with this clauses, and similar clauses, the Legal Department work with the City to come up with what is a reasonable middle ground to ensure that we do not accept unfunded liability.

Mr. C. Jackson inquired if a substitute motion can be made and override the committee recommendation.

Ms. Dickerson responded in the affirmative.

Mr. Smith stated anything coming from the committee, in the form of a motion, is a recommendation to

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the full Council, which the full Council can either accept or reject and/or another motion can be made and seconded by other members of Council.

Mr. N. Jackson inquired if we do that in reverse. Does the County tell the City if we tear up their property, they have to fix it?

Dr. Thompson stated he does not have that answer.

In Favor: Malinowski, Myers, Kennedy, Dickerson and N. Jackson

Opposed: C. Jackson, Pearce, Manning, Livingston, Rose and McBride

The substitute motion failed.

In Favor: C. Jackson, Pearce, Manning, Dickerson, Livingston, Rose and McBride

Opposed: Malinowski, Myers, Kennedy and N. Jackson

The vote was in favor.

- f. Approval of the Resurfacing Authorization – Mr. C. Jackson stated the recommendation from the committee is to approve the Program Development Team’s request to proceed with construction on the additional \$7.5 million of resurfacing projects. Those funds are the current year’s budget.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- g. Approval of staff recommendation for a procedure to include the PDT’s management of the Dirt Road Program into the contract – Mr. C. Jackson stated Council voted to give the Dirt Road Program to the PDT; however, no contract modification has been done to make it official or the authorization of payment, as a result of that responsibility. The motion is to modify the PDT’s contract to include the management of the Dirt Road Program.

Ms. Dickerson requested additional clarification on this item.

Mr. C. Jackson stated, a couple meetings ago, Council voted to take the Dirt Road Program from the current contractor and reassign it to the PDT. However, no modification in the PDT’s contract had been done, as a result of that vote by Council to authorize payment to do that work. The motion is to authorize the PDT’s contract to be modified to include the Dirt Road Program in their current contract.

Ms. Dickerson inquired as to when Council will see the contract.

Mr. C. Jackson stated it is modifying the current contract to include the Dirt Road Program under that umbrella.

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Ms. Myers inquired if the attorneys look at what we are proposing to make sure it is in harmony with the rest of the contract.

Dr. Thompson stated we have identified the procedure. He still has to go through Legal and the procurement process.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston and McBride

Opposed: Rose

The vote was in favor.

- h. Approval of the Spears Creek Church Widening Contract – Mr. C. Jackson stated the recommendation is for Council to approve the PDT to proceed with the 30% design plan, and to modify the scope of the project to ensure the original referendum amount for this project is stayed within those boundaries, even by reducing the length of the project by 1,800 ft. We realize this is going to require 3 Readings and a public hearing, and that is a part of the recommendation, as well.

Mr. Malinowski stated, in the backup information, a large portion of the project is within the City of Columbia municipal limits, but when it gets to project management the City is not included. He inquired if they have to be.

Dr. Thompson stated only when their utilities are affected will they be included.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- i. For Information Purposes: -- Mr. C. Jackson stated these items are for information.
 - 1. The removal of paving the Culvert within the Sunset Sidewalk Project
 - 2. The extension of sidewalks on Westridge Road to Clemson Road and the installation of sidewalks on Rhame Road and Summit Center Drive
 - 3. Transportation Program Update
 - 4. Approved Work Authorizations:
 - a. #60 Garners Ferry Road, Harmon Road, North Springs Road, Harrington Road, Screaming Eagle Road, Percival Road
 - b. #61 Blythewood Road Widening
 - c. #62 Bull Street and Elmwood Avenue

Mr. N. Jackson inquired if Mr. C. Jackson was planning to schedule a work session.

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Mr. C. Jackson stated we are planning a work session to hear from Dr. Thompson and Mr. Beaty on where they are with all of the Transportation Penny Projects.

Mr. Malinowski requested the report to be provided to him with a larger font.

21. **OTHER ITEMS**

- a. Approval for letter recommending awarding bid for Sidewalk Package S-9 – Ms. Myers moved, seconded by Mr. Livingston, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

22. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – No one signed up to speak.

POINT OF PERSONAL PRIVILEGE – Mr. Manning stated he submitted a motion regarding majority vote for the individuals we put on Boards and Commissions. Part of the reason for that is he was reflecting back to when we did the appointment for the TPAC committee. That is the one vote he remembers where we had a lot more people than we had positions, and Council very clearly, on that vote, if a person did not have six (6) votes or majority of Council they were not seated. We continued rounds and rounds until we had majority votes for people to be seated. He stated he just wanted to go on record that Council operated differently in appointing citizens on committee with a majority vote.

Ms. Dickerson inquired if they went through Rules and Appointments. She does not recall them going through Rules and Appointments.

23. **EXECUTIVE SESSION** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Personnel Matter: Interim County Administrator
- b. Potential Litigation: Annexation of Streets and Roads
- c. Detention Center Contract
- d. Employee Grievance
- e. Township Auditorium Update

In Favor: Malinowski, C. Jackson, Pearce, Dickerson, N. Jackson, Rose and McBride

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Opposed: Manning

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 9:04 PM and came out at approximately 9:54 PM.

In Favor: Malinowski, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Rose and McBride

The vote in favor of coming out of Executive Session was unanimous.

- a. Personnel Matter: Interim County Administrator – Mr. N. Jackson moved, seconded by Mr. Manning, to direct the Director of Human Resources to finalize the contract with the candidate for the position of Interim County Administrator under the terms and conditions as discussed in Executive Session. The starting date will be October 29th.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, N. Jackson, Livingston, Rose and McBride

Abstain: Dickerson

The vote in favor was unanimous with Ms. Dickerson abstaining from the vote.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, N. Jackson, Livingston, Rose and McBride

Abstain: Dickerson

The motion for reconsideration failed.

- b. Potential Litigation: Annexation of Streets and Roads – Ms. Myers moved, seconded by Ms. Dickerson, to instruct the attorneys to reply to the letter with the definition discussed in Executive Session, and whatever other information that is appropriate.

In Favor: Malinowski, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

- c. Detention Center Contract – Mr. Rose moved, seconded by Mr. Malinowski, to follow staff's recommendation.

Mr. Malinowski stated this item is going to ultimately cost the taxpayers' quite a bit of money. He was wondering if the person responsible for the lack of action has been counseled.

Dr. Yudice stated the person has not been counseled, but they will be.

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In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Rose moved, seconded by Ms. Kennedy, to reconsider this item.

In Favor: Malinowski and Manning

Opposed: C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- d. Employee Grievance – Mr. Malinowski moved, seconded by Mr. Pearce, to uphold the Assistant Administrator’s recommendation.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- e. Township Auditorium Update – Mr. Pearce moved, seconded by Ms. McBride, to direct staff to move ahead with this matter as discussed in Executive Session.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

In Favor: Livingston and Rose

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson and McBride

The motion for reconsideration failed.

24. **MOTION PERIOD**

- a. Move for a resolution honoring Olivia McCartney for being named 2018-19 Spring Hill High teacher of the year and 2018 American Legion Dept. South Carolina teach of the year [ROSE] – Mr. Pearce moved, seconded by Mr. Livingston, to adopt the resolution.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

**Special Called
October 2, 2018**

- b. Move for a resolution honoring Pastor Noble of 2nd Nazareth Church for a decade of service to his congregation and the community [ROSE, McBRIDE, MYERS and MANNING] – Mr. Pearce moved, seconded by Mr. Livingston, to adopt the resolution.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- c. We move that the Second Citizens' Input (Must Pertain to Richland County Matters Not on the Agenda) to be included with the First Citizens' Input section nearer to the beginning of the Richland County Council Regular Session meeting agendas [C. JACKSON, MANNING, and N. JACKSON] – This item was referred to the Rules and Appointments Committee.

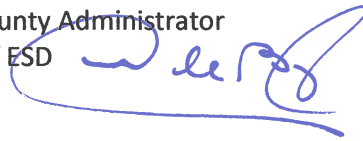
25. **ADJOURN** – The meeting adjourned at approximately 10:03 PM.

**Special Called
October 2, 2018**

-34-

MEMORANDUM

To: Sandra Yudice, Assistant County Administrator
From: Michael A. Byrd, Director of ESD
Date: September 17, 2018
Subject: MOU with Forestry



Dr. Yudice,

Attached is a Memorandum of Understanding and Firefighter Property Program Agreement between Richland County Fire Department (the County) and SC Forestry. These documents allow Richland County to obtain surplus property such as large tanks and other equipment that we will use to establish rural water sites or other firefighting needs for little or no cost. They must have the signed documents before we can proceed. Funds for the purchase of any equipment through the program will come from budgeted accounts.

Normally, I would sign this but given the directive for signing documents, I am submitting this to you for signature. Legal has reviewed and stamped both documents. Please let me know if you have any questions. Thanks



MEMORANDUM OF UNDERSTANDING (MOU)

between the

RICHLAND County
and the

FIRE DEPARTMENT

SOUTH CAROLINA FORESTRY COMMISSION



This memorandum made by and between the South Carolina Forestry Commission, an agency of the State of South Carolina, hereinafter referred to as the COMMISSION, and the RICHLAND County Fire Department, hereinafter referred to as FIRE DEPARTMENT.

INTRODUCTION

Because of the intermingling of structures and natural cover fuels in unincorporated areas of:

RICHLAND County, the objectives of the two above-named organizations are inseparable, i.e., to minimize the loss of life and property as a result of uncontrolled fire. Recognizing this, we, the undersigned, have arrived at the MEMORANDUM OF UNDERSTANDING for these primary purposes:

1. Provide for closest possible cooperation on mutual objectives.
2. Prevent misunderstanding as to purpose and responsibilities of our respective organizations.
3. Make possible effective support between organizations.

To implement this program, the following information as to organization makeup is exchanged:

FIRE DEPARTMENT: MUST BE COMPLETED (may attach separate pages as needed)

1. AREA COVERED: attach a map and/or narrative description (a shapefile may also be emailed in)
2. SOURCE OF FUNDS: List for example – tax district, donations, county funds, other sources
3. FACILITIES: LIST BY STATION
 - a. Equipment: kind and type of equipment/vehicles
 - b. Manpower: number paid vs. volunteers
4. TYPE ORGANIZATION (Volunteer, Subscription, Tax District, Municipal)
5. National Incident Management System NIMS compliant: YES _____ NO _____

SOUTH CAROLINA FORESTRY COMMISSION

1. AREA COVERED: The state of South Carolina except for incorporated areas and federal lands not under specific agreement.
Note: Equipment may be sent into incorporated areas upon request of the municipal fire department.
2. SOURCE OF FUNDS: State appropriations, supplemented by federal matching funds.
3. FACILITIES
 - a. Equipment – primary equipment is type 5 tractor/plow unit which may have a blade
 - b. Manpower – assigned firefighters with additional personnel available as needed
4. RESPONSIBILITIES: To provide a statewide system of fire protection on all lands outside of corporate limits which support enough growth or have sufficient inflammable debris or grass to constitute, in the judgment of the COMMISSION, a fire menace to itself or adjoining lands.

OPERATIONAL PROCEDURES

In areas of mutual interest, we agree to the following operational procedures:

1. **DISPATCHING:**
 - a. The COMMISSION will dispatch personnel and/or equipment to any known forest, brush, grass fire; to any fire of unknown character; or to any fire at the request of the FIRE DEPARTMENT.
 - b. The FIRE DEPARTMENT will dispatch personnel to any known structure, building, residence fire; to any fire of unknown character; or to any fire at the request of the COMMISSION.
2. **COMMUNICATIONS:** Having knowledge of same, the COMMISSION will immediately advise the FIRE DEPARTMENT of any burning or threatened structure within the FIRE DEPARTMENT'S area of operation. (FIRE DEPARTMENT'S area of operation shown on attached map).
3. **MUTUAL ASSISTANCE:**
 - a. **Suppression** - When both parties are at the same fire, unified command will be utilized as appropriate.
 - b. **Training** - Each party agrees to participate in those portions of the other party's training program when such training could be mutually beneficial.
 - c. Each party agrees to lend its support to fire prevention programs of the other party which will increase the public awareness of the hazard and destruction of fire and/or make the purpose of this Agreement possible.

The South Carolina Forestry Commission and the USDA Forest Service prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD). The SC Forestry Commission and the USDA Forest Service are equal opportunity providers and employers.

This agreement will be effective from the date of execution by the COMMISSION FFP/FEPP Manager, and will continue in force from year to year subject to any amendments which may be made hereof by mutual agreement of the parties, or unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all of the provisions herein are complied with. This agreement **must** be updated every three (3) years to reflect any changes which may occur within the Commission or Fire Department. **Also, this agreement must be updated if there is a change in the fire chief.**

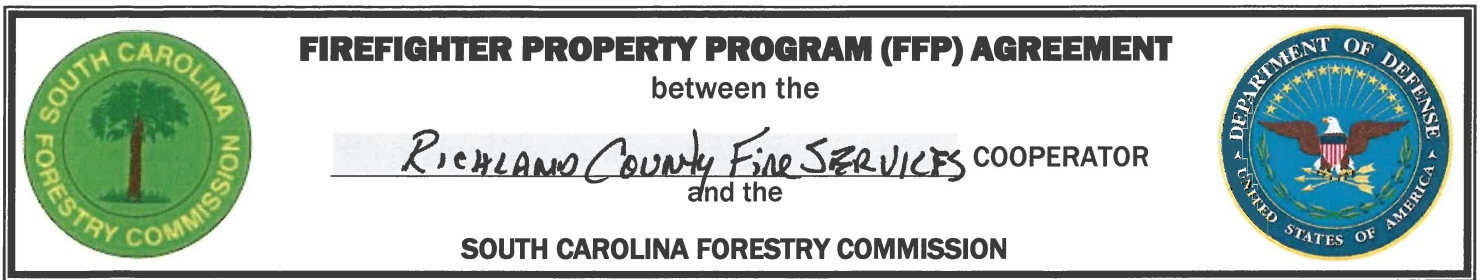
NOTE: Please TYPE (or print very clearly)!

County			RICHLAND	
Fire Department Name:			Date	
RICHLAND COUNTY FIRE SERVICES			SEPTEMBER 17, 2018	
Mailing Address:		City:	State:	Zip code:
1410 LAURENS ST.		COLUMBIA	SC	29204
Fire Chief's Signature		Fire Chief's E-mail Address:		
X				
Printed Name		Cell Phone Number:		
		()		

Note: please include a cell number, in case more info is needed. Thanks.

SC Forestry Commission signature	Printed Name	Date
X		-20

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



This agreement, by and between the South Carolina Forestry Commission, an agency of the State of South Carolina, herein referred to as the “COMMISSION” and the cooperating party named herein referred to as the “COOPERATOR”(usually a fire department), set forth the following:

The COMMISSION, as set forth by South Carolina Statutes, Section 48-23-10, is responsible for the protection, promotion, enhancement and nurturing of forest resources, and

The COMMISSION is responsible for the prevention, control and suppression of wildland fires on all state and private lands.

SPECIAL NOTATION: This Agreement is not to be confused with the Federal Excess Personal Property (FEPP) Program also administered by the USDA Forest Service through the South Carolina Forestry Commission and available to fire departments in South Carolina. It should be noted that many fire departments will have equipment obtained via both this and the FEPP Program, but the items must be identified separately. See more specific details in following paragraphs.

Purpose:

Utilization of DoD (Department of Defense) Firefighter Property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the COOPERATOR.

Agreement:

Whereas, the ability to control wildland and community fires is essential to a community’s effective fire protection program, and

Whereas, the COOPERATOR can more adequately carry out this function if additional equipment is available, and

Whereas, it has been determined to be advantageous to the COMMISSION in the proper discharge of its responsibilities, to make certain equipment available to the COOPERATOR.

Now therefore, for and in consideration of the mutual benefits to each party hereinafter appearing below, both parties agree as follows:

The Forestry Commission Agrees:

1. To provide DoD Firefighter Property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the Cooperator. However, the COMMISSION will only screen items with a Demilitarization (Demil) code A.
2. To provide technical and informational support and assistance, upon request, in converting DoD Firefighter Property into operational fire suppression apparatus.
3. To provide the COOPERATOR with the Standard Form 97 Vehicle Title Request (SF 97) once the COOPERATOR has put the vehicle in service as required by this agreement.

4. To recognize ownership of all accessories, tools, equipment, sirens, lights, etc. which are added to the equipment as belonging to the COOPERATOR.
5. To comply with the USDA Forest Service/DoD Firefighter Property (FFP) Standard Operating Procedures which can be found in its entirety at:
<http://www.fs.fed.us/fire/partners/fepp/DODprogram/SOP.docx>

The Cooperator Agrees:

1. To request property that can effectively be used only for firefighting or emergency services. The COOPERATOR must insure that the program is not misused or abused in any way.
2. The COOPERATOR must complete a request form and sign this agreement prior to the COMMISSION going to the Defense Logistics Agency (DLA) Disposition Services to pick up requested equipment or vehicle. This agreement **must** be renewed every three years or when a new request is made, whichever comes first.
3. The COOPERATOR agrees to pick up equipment at a place designated by the COMMISSION and to be responsible for all operational costs, transportation and repairs to place the equipment acquired under this Agreement in operational condition in accordance to the provisions outlined below:
 - a. To convert said equipment into a viable firefighting unit or emergency services unit, to meet minimum standards and to paint equipment if necessary, to ensure there are no military colors or markings on the equipment. Color of vehicle when painted shall be red, white, or yellow. Other colors will need the COMMISSION'S FFP Manager approval.
 - b. Operational condition of the equipment **must** be achieved within six (6) months of its acquisition from the COMMISSION. This **may** be extended an additional six (6) months upon written request and approval from the FFP Manager.
 - c. The COOPERATOR will notify the COMMISSION when the equipment is in operational condition and make equipment available for a final inspection by a COMMISSION representative prior to putting into service to ensure conformity with the provisions within this agreement.
 - d. If the COMMISSION determines equipment acquired through this agreement is not in operational condition after such an extension, this agreement will become null and void, and the equipment will be returned to the COMMISSION at the COOPERATOR'S expense. Any improvements, equipment or modifications made to a vehicle may be removed prior to repossession at the Cooperator's expense.
 - e. If the COOPERATOR fails to make a good faith effort to return equipment within one month after being notified of non-compliance the COMMISSION may exercise its option to retrieve the vehicle and the Cooperator agrees to pay \$2.50 per mile to and from Columbia headquarters for transportation costs.
 - f. If this agreement becomes invalid due to non-compliance the COOPERATOR will be ineligible to acquire additional equipment or vehicles from either the FFP or FEPP programs for three years. Will also be ineligible for VFA grants.
4. The following applies to any vehicle acquired through this agreement:
 - a. COOPERATOR will carry liability insurance and provide proof of such insurance to the COMMISSION upon its request. Such policy must be in compliance with State minimum amounts and name the COMMISSION as an "additional insured" until title is transferred.

- b. The COOPERATOR relieves the COMMISSION of responsibility under the “agent of the state” statutes in all matters related to this vehicle.
 - c. To insure that add-on tanks, pumps, hose reels, etc., will not cause the vehicle in this agreement to exceed the GVW of that vehicle. Add-on tanks shall be baffled.
5. To provide for adequate storage and maintenance for this equipment and to make equipment available for periodic inspections by the COMMISSION.
 - a. The vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this Agreement.
 - b. The COOPERATOR will bear the entire cost of maintenance, repair, and operation of this vehicle while in the COOPERATOR’S possession.
6. To keep equipment operational for a minimum of 1 year and that the equipment cannot be sold or disposed of prior to it being in service for one year. Any proceeds from the sale of FFP equipment must be earmarked for fire or emergency services equipment.
7. Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the COOPERATOR has jurisdictional authority.
8. Recipients of Firefighter Program property will provide access to and the right to examine all records, books, papers, or documents relating to DoD Firefighter Property transferred under 10 U.S.C. 2576b to the Forest Service, the State Agency, and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representatives.

It is Mutually Agreed and Understood:

1. A SF 97 will be issued in the COOPERATOR’S name (but held by the SCFC) by the US Government to be used to apply for Title (Form 400). (NOTE: the title will be in the COOPERATOR’S name and not an individual member’s name). The SCFC will hold the SF 97 until the COOPERATOR has put the vehicle in operation as required under this agreement.
2. The equipment will be marked with a ‘Provided by...’ decal, one on each side, issued by the COMMISSION for tracking purposes and the said decal will remain on the equipment indefinitely or until the time the COOPERATOR sells the equipment. Replacement decals will be provided by the COMMISSION on request by the COOPERATOR.
3. For vehicles and equipment acquired under this program, the COOPERATOR will pay \$2.50 per mile or a minimum of \$200 per trip to cover costs associated with transportation to and from the Defense Logistics Agency (DLA) Disposition Services plus \$50 per vehicle/trip for administrative and handling fees. Upon request, the COMMISSION will deliver the vehicle and equipment directly to the COOPERATOR at the aforementioned rate. **Such fees must be paid within 30 days of the invoice date.**
4. To contact the COMMISSION’S FFP Manager in writing to inform the COMMISSION of the COOPERATOR’S intent prior to disposing of FFP equipment.
5. Equipment acquired under this agreement shall not be used for speculative purposes.
6. The COMMISSION will not be responsible for furnishing spare parts for the equipment and the COOPERATOR accepts equipment “as is”, “where is” and in the condition received without any warranties of any kind, either expressed or implied, being made by the COMMISSION.

7. Neither the COOPERATOR nor the COMMISSION is a dealer, manufacturer, nor otherwise in the business of selling or dealing in goods such as described in this agreement.
8. Owners of property received through the Firefighter Program will cooperate with Federal and State parties to ensure compliance with Federal and State regulations and program and property management requirements.

- I. **This agreement will be effective from the date of execution by the FFP/FEPP Manager, and will continue in force** unless terminated by either party by thirty (30) days written notice to the other, provided, however, that all provisions herein are complied with. This agreement may be changed, or modified, only by written agreement of both parties.
- II. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than contained herein. The provisions of this agreement apply to all equipment received.
- III. COOPERATOR will operate within this program at the pleasure of the COMMISSION. If these guidelines are not followed, COOPERATOR'S future privileges may be terminated. If it is determined a COOPERATOR is abusing the program then the State FFP Manager will submit to the State Forester a written request to remove a COOPERATOR from the program. The State Forester will provide the decision in writing to the COOPERATOR and State FFP Manager. The COOPERATOR may appeal the decision to the State Forester, by providing a written appeal/justification to the State Forester within thirty (30) days of the receipt of the initial decision. If decision is upheld the COOPERATOR may yearly, in writing, request reinstatement to the program.

IN WITNESS, THEREOF, the parties, by and through their duly qualified and/or acting officials, have hereunto set their hands.

Note: Please type, or PRINT very clearly!

County RICHLAND

Cooperator Name(ex.- fire department): RICHLAND COUNTY FIRE SERVICES		Date September 17, -2018	
Mailing Address: 1410 LAURENS ST	City: COLUMBIA	State: SC	Zip code: 29204
Chief's Signature X		Chief's E-mail Address:	
Printed Name		Cell Phone Number: ()	

Note: please include a cell number, in case more info is needed. Thanks.

SC Forestry Commission FEPP/FFP Manager: X	Printed Name	Date -20
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Approved As To LEGAL Form Only,
 No Opinion Rendered As To Content.
Suzanne H. J. Mc...





TO: SANDRA YUDICE, ASSISTANT COUNTY ADMINISTRATOR
FROM: SYNITHIA WILLIAMS, STORMWATER GENERAL MANAGER
SUBJECT: NPDES MS4 ANNUAL REPORT
DATE: OCTOBER 10, 2018

Richland County received a new National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit on July 1, 2016. The NPDES MS4 permit requires the County to implement a comprehensive Stormwater Management Plan (SWMP) aimed at reducing pollution entering and exiting the County’s drainage system and report yearly on activities related to the permit. The Public Works Stormwater Management Division is responsible for compiling information from various County departments and divisions for an annual report. The annual report must be submitted the South Carolina Department of Health and Environmental Control (SCDHEC) yearly by November 1.

Attached is the 2017/2018 Richland County NPDES MS4 Annual Report. The County successfully updated its SWMP to meet the requirements of the NPDES MS4 permit and reviewed the SWMP at the completion of this year. This review included a “mock audit” with the Stormwater consultant to ensure the County was on track with program goals and objectives. The County is compliant with all aspects of the program and reviewing recommendations for continued improvement for possible future implementation. Through internet resources, publications, workshops, festivals, presentations, and trainings the Public Education and Outreach program reached more than 150,000 people. This included a successful partnership with the City of Columbia and the Columbia Fireflies baseball team to promote the Trash the Poop program during Wag Along Wednesdays at Spirit Communications Stadium.

The annual report is typically signed by the person with signatory authority for Richland County, the Town of Arcadia Lakes and the City of Forest Acres. For Richland County that person has been the County Administrator. I ask that you sign the 2018 Annual Report as the Assistant County Administrator.





RICHLAND COUNTY NPDES MS4 ANNUAL REPORT

Reporting year July 1, 2017 – June 30 , 2018

*Reporting year July
2018 – June 2017*

**South Carolina NPDES Permit # SCS400001
Medium Municipal Separate Storm Sewer System (SMS4)
Annual Report**

Permit Coverage #SCS 400001 _____ **Reporting Period:** July 1, 2017 – June 30, 2018

Permittee: Town of Arcadia Lakes, City of Forest Acres, and Richland County _____

Program Name: Richland County MS4 _____

Responsible Official Information: Richland County

(Enter the information of the principal executive officer, mayor, or other duly authorized employee/elected official.)

Name: Sandra Yudice _____ **Title:** Assistant County Administrator _____

Telephone Number: 803-576-2059 _____ **E-mail Address:** yudice.sandra@richlandcountysc.gov _____

Mailing Address: PO Box 192, Columbia, SC 29202-0192 _____

Responsible Official Information: City of Forest Acres

(Enter the information of the principal executive officer, mayor, or other duly authorized employee/elected official.)

Name: Shaun Greenwood _____ **Title:** City Administrator _____

Telephone Number: 803-782-2272 _____ **E-mail Address:** sgreenwood@forestacres.net _____

Mailing Address: 5209 North Trenholm Rd., Columbia, SC 29206 _____

Responsible Official Information: Town of Arcadia Lakes

(Enter the information of the principal executive officer, mayor, or other duly authorized employee/elected official.)

Name: Honorable Mark W. Huguley _____ **Title:** Mayor _____

Telephone Number: 803-782-2272 _____ **E-mail Address:** townofarcadial@sc.rr.com _____

Mailing Address: 6911-2 North Trenholm Rd, Columbia, SC 29206-1720 _____

Program Manager Information

(Enter the information of the person who is responsible for daily implementation of the program.)

Name: Synithia R. Williams _____ **Title:** Stormwater General Manager _____

Telephone Number: 803-576-2465 _____ **E-mail Address:** williams.synithia@richlandcountysc.gov _____

Mailing Address: Richland County Public Works, 400 Powell Rd. Columbia, SC 29203 _____

Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Responsible Official Signature (Richland County): _____ **Date:** _____
(The responsible official may authorize another person or person occupying a specific position to certify this report if this authorization is made in writing and submitted to the Department. Please attach a copy of the authorization with this report, if applicable)

Responsible Official Signature (City of Forest Acres): _____ **Date:** _____
(The responsible official may authorize another person or person occupying a specific position to certify this report if this authorization is made in writing and submitted to the Department. Please attach a copy of the authorization with this report, if applicable)

Responsible Official Signature (Town of Arcadia Lakes): _____ **Date:** _____
(The responsible official may authorize another person or person occupying a specific position to certify this report if this authorization is made in writing and submitted to the Department. Please attach a copy of the authorization with this report, if applicable)

Submit the annual report to:
South Carolina Department of Health and Environmental Control (SCDHEC)
ATTN: Bureau of Water / Compliance Assurance Division
2600 Bull Street
Columbia, SC 29201-1708

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SWMP Evaluation

A. Objective of the SWMP

The purpose of Richland County’s Stormwater Management Plan (SWMP) is to reduce the discharge of pollutants from Richland County’s Municipal Separate Storm Sewer System (MS4) to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act. The goals in the SWMP are expected to change over time due to the iterative process of developing and updating the SWMP. The SWMP will be reviewed on an annual basis to reflect accomplishments, potential revisions to program components, and additions to other activities or expanded efforts.

B. Major Findings (e.g., water quality improvements or degradation)

Water quality improvement throughout the county continue to improve. The County is revising the water quality monitoring program to meet the Total Maximum Daily Load (TMDL) and impaired water quality monitoring requirements.

C. Major Accomplishments

The County successfully updated its SWMP to meet the requirements of the NPDES MS4 permit and reviewed the SWMP at the completion of this year. This review included a “mock audit” with the Stormwater consultant to ensure the County was on track with program goals and objectives. The County is compliant with all aspects of the program and reviewing recommendations for continued improvement for possible future implementation. Through internet resources, publications, workshops, festivals, presentations, and trainings the Public Education and Outreach program reached more than 150,000 people. This included a successful partnership with the City of Columbia and the Columbia Fireflies baseball team to promote the Trash the Poop program during the Wag Along Wednesdays at Spirit Communications Stadium.

D. Overall Program Strengths/Weaknesses

In 2018 the Stormwater Management Division hired a Watershed Program Coordinator. This position will focus on developing the TMDL implementation plans and focus efforts on developing programs to improve water quality in those areas.

Weaknesses include the loss of the New Development Division Manager and lead inspector. Although the duties of those positions were successfully incorporated in other areas of the Community Planning and Development Department, filling the positions has proven challenging.

E. Future Direction of the Program

The goal of Richland County’s SMWP is to continue to grow and improve through further integration of water quality monitoring results into other areas of the stormwater program. This will allow the County to guide maintenance, inspections and new program goals based on water quality trends. Best

Management Practices identified in TMDL implementation plans will be included in the overall Capital Improvement Projects program.

Summary Table of SWMP Elements

As required per Richland County Phase 1 NPDES permit, the following table summarizes the appropriate SWMP annual activities for each permittee. The purpose of the Summary Table is to document in a concise form the program activities and permittees' compliance status with quantifiable permit requirements. Program elements that are administrative (e.g. planning procedures, program development and pilot studies) are inappropriate for the summary table and are discussed in the narrative section of this report.

Program Element	Permittee Name	Requirement	Frequency of Required Activities	Complied With (Y/N)?	Activities Accomplished During Calendar Year	Comments
Structural Controls and Stormwater Collection System Operation	Richland County	Detention Ponds Maintained	Annually	Y	Summary in section III.A (structural controls)	48 inspections for County-owned/maintained ponds; 133 inspections for private ponds
		Maintenance of Other Components	1/permit cycle	Y	Summary in section III.A (structural controls)	20.37 miles of ditches sprayed
		Inspect Outfalls	1/permit cycle	Y	Summary in section III.A (structural controls)	50% complete
Areas of New Development & Redevelopment	Richland County, Forest Acres, Arcadia Lakes	Implement planning procedures to develop, implement, and enforce controls to reduce the discharge of pollutants from the MS4 that receive discharges from areas of new development and significant redevelopment after construction is complete	1/permit cycle	Y	Revised stormwater design standards to incorporate into the new Land Development Manual	The revised Land Development Manual includes requirements to control or reduce the discharge of pollutants from the MS4 from areas of new development and significant redevelopment. A description of the status of the update is included in section III.C of the annual report
		The planning process must include public participation	N/A	Y	Monthly meetings with the development community and separate stakeholder meetings	The New Development Division coordinates monthly meetings with the development community in Richland County. Changes to the design standards were presented at these meetings and comments accepted for review and possible incorporation
Existing Roadways	Richland County	Stormwater structure maintenance	As needed	Y	Summary in section III.E (Existing Roadways)	32 catch basins investigated/repaired 496 drainage problems investigated 256 paved/resurfaced roads maintained 726 unpaved roads maintained 54 streets swept 107 catch basins vacuumed

Program Element	Permittee Name	Requirement	Frequency of Required Activities	Complied With (Y/N)?	Activities Accomplished During Calendar Year	Comments
Flood Control Projects	Richland County	Richland County shall assess flood control projects for water quality	Annually	Y	New projects that are considered and designed to manage storm events with a recurrence frequency of 100 years or less are considered for water quality	3 new flood control project
Municipal Facilities	Richland County	Municipal facility inspections	Annually for high priority	Y	Summary in section III.I (Municipal Facilities)	39 Richland County facilities inspected 3 Forest Acres facilities inspected Arcadia Lakes has 0 facilities
		Comprehensive site compliance evaluation	Annually	Y	Summary in section III.I (Municipal Facilities)	Completed for high priority facilities
Application of PHF	Richland County	Training	Annually (recommended)	Y	Summary in section III.K (PHF)	Blue Thumb Landscaper Workshop for staff and landscaping companies held on 1/12/2018
		Inspections	Annually (recommended)	Y	Summary in section III.K (PHF)	34 PHF inspections conducted
Illicit Discharges and Improper Disposal	Richland County, Forest Acres, Arcadia Lakes	Dry weather screening	All major outfalls/permit cycle	Y	Summary in section III.M (IDID)	11 IDID incidents 94 Major outfalls screened
Industrial Runoff	Richland County	Update database	Annually	Y	Summary in section III.O (Industrial Facilities)	50% of 141 facilities inspected
Construction Site Runoff	Richland County, Forest Acres, Arcadia Lakes	Inspections	N/A	Y	Summary in section III.Q (Construction Planning and Construction Inspections)	Updating construction site SOPs
Public Education & Public Participation	Richland County, Forest Acres, Arcadia Lakes	Public education and outreach	Annually	Y	Numerous outreach activities and public involvement activities were conducted	Additional information included in the Richland Countywide Stormwater Consortium annual report

Minimum Control Measures (MCM)

A. Minimum Control Measure 1: Structural Controls and Stormwater Collection System Operation

Objective

Continue the proper operation and maintenance of the County's structural stormwater controls to improve water quality.

General Discussion of SWMP Element

Crews in the Roads and Drainage Division of Public Works and private contractors perform maintenance on the County-owned portions of the storm drainage system as well as within Arcadia Lakes and Forest Acres.

Inspections - The Stormwater Management Division inspects County-owned structural stormwater controls. Inspections are conducted yearly on 20.37 miles of ditches and 48 County-owned ponds, twice a year on catch basin inserts and water quality units. Inspections are documented using an Excel spreadsheet. If storm drainage system maintenance needs are discovered during a routine inspection, the maintenance request is submitted to the Roads and Drainage division via the County's service request program One Stop. Structural control maintenance requests submitted by other departments or the public are also tracked via One Stop.

Inspection and Maintenance Procedures and Training - Procedures for inspection and maintenance of the County's drainage system was reviewed during the first year of the permit cycle and updated as needed. Public Works crews are provided training related to operation and maintenance activities via lunch and learn presentations, webinars, and during the annual Public Works All Hands training conducted in December of each year.

Maintenance Schedule - The Stormwater Division contracts with an outside firm, EcoGroup, for maintenance of county owned detention ponds, water quality units and catch basin inserts. EcoGroup is required to comply with all of the County's Stormwater control measures, good housekeeping practices, and specific Stormwater management procedures and attends the Division's yearly Blue Thumb Landscaper training. Water quality units and catch basin inserts are inspected quarterly and requests for maintenance are submitted to EcoGroup. EcoGroup reports the tonnage of materials removed during their maintenance which is listed in the table below. Detention ponds are cut back yearly by EcoGroup. Additional maintenance needs observed are reported to the Stormwater Division who approves any additional work.

Inspections and Maintenance Activities - The Stormwater Division actively inspects privately maintained ponds yearly. If deficiencies are noted during the inspection of a private facility a Notice of Violation is sent to the owner. Enforcement is tracked until the work is complete, and if needed, enforcement is elevated per the established Enforcement Response Guide. The Stormwater Division and the Roads and Drainage Division responded to 5134 requests for service/maintenance on the County's drainage system. All requests are responded to within 24 hours and scheduled for maintenance. The Stormwater Division also inspects pipe systems using a CCTV camera for further assessment, when necessary.

The County utilizes a street sweeper and vacuum truck to assist in preventing pollutants from private conveyances (including floatables) from entering waterways. Notes are maintained on areas that require sweeping or vacuuming and for areas that may require maintenance at a higher frequency. The vacuum truck is deployed to certain neighborhoods and areas in Richland County that are known to have more frequent storm drain needs prior to expected large storm events. Richland County also uses curb screens on some inlets to inhibit floatables from entering the storm drainage system.

Assessment of Controls

The Structural Controls and Stormwater Collection System Operation section of the permit is fully implemented. The Division increased the number of private ponds inspected by 12% which resulted in a 47% increase in enforcement of pond maintenance issues.

Discussion of Revisions (summarized elsewhere in report)

Not applicable.

Measurable Goal Summary

1. Complete the list below for the last reporting year:

Total number of proactive inspections performed on County-owned and/or maintained ponds:	48
Total number of proactive inspections performed on private ponds:	133
Total number of proactive inspections performed on commercial ponds:	38
Tons of materials removed from curb screens and water quality units:	38.43
Number of private ponds that received NOVs:	24
Number of commercial ponds that received NOVs:	4
Miles of ditches sprayed for maintenance:	20.37
Number of new structural controls added to inventory:	4
Number of implemented control measures: 108 (16 water quality units, 44 curb screens, 48 detention ponds and 1 rainwater harvester)	

2. Use the table below to summarize structural controls action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

Structural Controls Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Report any QA/QC completed and any field studies conducted for data accuracy during the reported year	Field verify outfall location	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Get maps from GIS and field verify size and location. Ongoing since July 1, 2016
Update procedures to develop and maintain an inventory of all structural controls BMPs	Check etrakit monthly for new Stormwater BMPs	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Stormwater staff pulls monthly new Stormwater structures from etrackit and updates the inventory.
Improve coordination between Stormwater, Roads and Drainage, and Engineering.	Begin weekly coordination meetings between the three divisions.	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Weekly projects meetings began in the fall of 2017.

Continue to review and update guidance documents on maintenance activities.	Yearly review of guidance documents and updated based on lessons learned.	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Review all guidance documents and add to the Public Works SOP list by July 1, 2019.
Maintenance schedule for the upcoming year.	Inspects structural stormwater controls	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	The Stormwater Division actively inspects structural stormwater controls throughout Richland County on a quarterly basis.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?
The County's Structural Control program is successful. The Stormwater Management and Roads and Drainage Divisions continue to work together to meet maintenance needs. This is shown by the increase in ponds inspected and enforcement of maintenance needs from the first to second annual report.
2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:
A Department wide work order system would improve efficiency and assist with implementing a more proactive maintenance schedule on the drainage system.

B. Minimum Control Measure 2: Areas of New Development and Redevelopment

Objective

To reduce the discharge of pollutants in stormwater runoff resulting from areas of new development and redevelopment to predevelopment levels, to the MEP and to protect water quality.

General Discussion of SWMP Element

This section of the permit relates to plan review, site inspections and the implementation of post-construction BMPs.

[Land Development Manual](#) - The County's Storm Drainage Regulations are being revised and updated into a comprehensive Land Development Manual. The Land Development Manual will include updates to the stormwater and road design standards. The updates will incorporate components of the 2012 Construction General Permit and the NPDES MS4 Permit. Site performance procedures, requirements for water quality aimed at meeting the Water Quality Based Non-Numeric Effluent Standards for *E. coli* and dissolved oxygen, encouraging the reduction of impervious areas, a list of structural and non-structural BMPs in the program area, and specific redevelopment requirements are all included in the Land Development Manual.

Major changes in the Land Development Manual include:

- Requirement for water quality treatment during significant redevelopment;
- Requiring a downstream analysis for all new development and redevelopment projects. The downstream analysis will take into consideration any local flooding concerns during the plan review process;
- Requiring a quantitative and qualitative analysis for construction projects disturbing 25 acres or more that discharge to a TMDL or 303(d) listed watershed;
- Summarization of the plan submission process;
- Submittal requirements and the plan review process;
- Guidelines for designing and constructing roads in accordance with SCDOT standards;
- Roadway testing requirements;

The use of the Land Development Manual is designed to accomplish the following objectives:

- Reduce Stormwater impacts on water quality;
- Reduce Stormwater impacts on water quantity;
- Protect downstream areas from adverse Stormwater impacts resulting from development;
- Ensure that roads taken into the County inventory are designed and constructed to last for 25 years;

Two Water Quality Design Standards:

Water Quality Design Standard	Non-sensitive Watersheds	Sensitive Watersheds ¹
<u>WQ Design Standard #1:</u> Water Quality Storm Event Design Standard	Manage the runoff from the Water Quality Storm Event	
<u>WQ Design Standard #2:</u> TSS Removal Design Standard	Obtain 85% removal efficiency of the annual TSS loading	Demonstrate that the annual post-development pollutant loading does not exceed the annual pre-development pollutant loading for the pollutant(s) of concern
<u>Hardship Criteria</u> Alternative TSS Removal Design Standard	Demonstrate the annual post-development TSS load should be no more than 600 pounds/acre/year	

The Land Development Manual was originally projected to go before Richland County Council in January 2018. On June 4, 2018 SCDHEC Compliance was notified that due to County restructuring, staff turnover, and multiple stakeholder meetings on the various changes in the manual the County would not meet the July 2018 deadline of having the Land Development Manual updated and approved. The Land Development Manual is scheduled to be presented to County Council in November 2018 with the goal of final approval before the end of 2018.

Current Design Standards – Current standards include requirements for sites that drain to TMDL and impaired 303(d) listed waterbodies. The County currently has no active sites that are directly draining into an impaired water body, but we would require the same BMP’s that are already approved. The County has approved one new practice, temporary sediment filter dams, on several projects this year.

During plan review, the comprehensive stormwater pollution prevention plan is required to identify the selected BMPs and their performance so the stormwater discharges will not cause or contribute to any adverse impact downstream that will not meet water quality standards. *(Performance standards are pending)*

Commonly used Sediment Control BMPs:

- Inlet Protection
- Outlet Protection
- Sediment Basins
- Sediment Traps
- Silt Fence

Commonly used Structural BMPs:

- Wet/Dry Ponds
- Vegetated Swales
- Underground Detention Systems

Current standards also include requirements for water quality buffers and the Community Development and Planning Department’s open space requirements. The Neighborhood Planning Division includes stormwater improvement recommendations in their neighborhood master plans.

New development proposals are reviewed for impacts to natural resources. Developers are required to depict areas of constrained and unconstrained open space on development plans utilizing the Open Space Code, and all subdivision submittals are required to include a Natural Resource Inventory. This inventory identifies natural

resource features such as 100-year floodplain area, riparian buffers, protected trees, wetlands, and steep slopes.

The Richland County Council adopted its 10th Neighborhood Master Plan by County Council, the Capital City Mill District Area and Corridor Plan, which contains a section on improving environmental stewardship that promotes ideas and strategies consistent with the above listed Comprehensive Plan goal to include:

- Preservation of undeveloped parcels as green or open space.
- Preservation of and improvements to the Rocky Branch greenway.
- The proposed addition of bioretention basins and other stormwater BMPs to improve water quality and reduce area flooding.
- The proposed addition of green infrastructure to improve water quality and reduce area flooding.

The amendments to the current Land Development Code, which foster more environmentally sensitive site development, such as decreasing the minimum caliper size for grand trees and increasing the tree replacement ration so as to increase tree protection continues to be enforced through the approval of land development plans that comply with the County's regulations.

Staff is committed to continuous enforcement of stream buffers, water quality monitoring programs, and enforcement of NFIP regulations.

Current standards can be found here: <http://rcgov.us/DevServ/QuickLinks/CodesandRegulations.aspx>

Pre-construction meetings are held for every project that is issued a Land Disturbance Permit. The following topics are discussed at these meetings:

- Approved Comprehensive SWPPP, stormwater calculations, and construction plans.
- Enforcement procedures and expectations.
- Environmentally-sensitive areas or any known flooding problems in the watershed.
- etrakit software logistics.
- Clemson University's Certified Erosion Prevention and Sediment Control Inspector Program.
- Closeout process & stabilization requirements.

Inspections and Maintenance of Post-Construction BMPs - The Stormwater Management Division continues to ensure proper long-term maintenance of post-construction BMPs through its post-construction inspection program. The Stormwater Management Division accompanies the New Development Division on final inspections where new stormwater BMPs are added to the system. The new BMP is then added to stormwater post-construction BMP inspection list. Privately owned BMPs are inspected once every permit cycle. The stormwater inspector contacts the property owner and submits an inspection report to the owner after the inspection if there are any violations. The stormwater inspector works closely with the property owner and/or their contractor on any maintenance needs related to the BMPs. All records of work completed is documented digitally and in print. The Stormwater Division currently has over 200 ponds included in the private pond database.

Assessment of Controls

Richland County reviews new development and redevelopment plans to ensure compliance with water quality requirements, site performance standards and post-construction BMPs needs. Post-construction BMPs are inspected once a permit cycle and the owner is contacted if maintenance is needed. New ponds are added to the inventory yearly which resulted in an increase in the number of ponds inspected post-construction.

Discussion of Revisions (summarized elsewhere in report)

The Stormwater Division notified SCHEC in June 2018 of the delay in adopting the new Land Development Manual which was reported to be adopted by July 1, 2018. Due to staff turnover and multiple meetings with stakeholders the adoption was postponed. The Land Development Manual is expected to be adopted by January 2019.

Measurable Goal Summary

1. Were there any regulation changes during the reporting period?
The Stormwater Division and New Development Division continues to work on the new Land Development Manual that incorporates the requirements of the new MS4 Permit. The draft is scheduled for council review in October 2018.

2. Use the table below to summarize areas of new development and redevelopment action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

New Development and Redevelopment Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Continue to enforce the current County zoning and land use requirements and development standards to reduce the discharge of pollutants from areas of new development and significant redevelopment after construction is completed.	Update current standards, policies and procedures. Incorporate language in the drainage regulations that encourage impervious area reduction.	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	New Land Development Manual developed which incorporates current and new requirements aimed at reducing the discharge of pollutants from areas of new and significant redevelopment is scheduled for council adoption in January 2019.
Update County Design Standards to include requirements listed in MS4 Permit.	Develop new Land Development Manual.	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Land Development Manual created and going through stakeholder approval before submitting to council for review in October 2018.

Evaluate and modify, as necessary, the post-construction program.	Get Stormwater Division access to approved as-built drawings so they can be included in final inspections	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Stormwater Division now has access to etrakit and can view approved as-built drawings for inspections. The County's stormwater inspector is invited to final inspections when a new stormwater BMP is installed.
Track water quality improvements achieved due to the enforcement of this program.	Track monitoring results in impaired watersheds where new BMPs have been installed.	<input checked="" type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Will look at BMPs implemented in impaired or TMDL watersheds.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?
Although there was a delay in the approval of the new Land Development Manual, the updated requirements in the manual will be a significant improvement in development regulations for the County. Major stakeholders were involved during the entire process. The County is adopting the use of the IDEAL model to assist the development community with implementation of the new water quality standards and streamline plan review.
2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives
The County will continue to develop a way to track water quality benefits through the New Development/Redevelopment control measures. The requirement to manage the water quality storm event could provide an effective method to track the amount of stormwater runoff treated onsite by New Development/Redevelopment projects.

C. Minimum Control Measure 3: Existing Roadways

Objective

Operation of public streets, roads, and highways to reduce the discharge of pollutants through implementing SOPs, policies, and other regulatory requirements.

General Discussion of SWMP Element

Richland County has over 582 miles of paved roads and over 214 miles of unpaved roads. The Existing Roadways element requires an analysis of the County's road construction, maintenance and permitting requirements to reduce the risk of pollutant discharge into waterways, to the MEP. This includes paved and unpaved County roads. Richland County's Public Works Department operates and maintains the County's roads. The Stormwater Management Division works closely with the Roads and Drainage and Engineering Divisions related to maintenance performed on the County's roads.

Standard Operating Procedures - During the first year of the permit, the standard operating procedures for County maintained roads were reviewed and updated. Yearly training during the Public Works' All Hands meeting in December includes presentations on proper roadway maintenance procedures and a refresher on the NPDES MS4 permit requirements. On top of that, the Roads and Drainage Division has implemented monthly training sessions on various operating and maintenance topics along with scheduling group viewing of webinars for crew leaders and supervisors.

The Richland County Transportation Department ensures that all current County drainage standards are met by direct coordination with County MS4 plan review staff. The County's MS4 plan review staff ensures that drainage standards are met and followed. The Richland County Transportation Department's inspectors ensure these standards during the construction process. For transportation improvements projects, project engineers evaluate the impact of the project at each outfall location. This requires an outfall-specific watershed analysis, which involves documentation of drainage area, land use, and rainfall data. The watershed analysis is a pre- versus post-construction evaluation which includes an assessment of downstream conditions. This analysis is then used to determine the need for stormwater best management practices to address potential stormwater issues. The stormwater design includes an emphasis on velocity control using additional drainage structures, as needed, to minimize potential erosion downstream of the projects.

The Richland County Transportation Department ensures that drainage and hydraulic studies are being performed to ensure that storm water structures are reducing volume and storm water runoff velocity from newly paved roads. For transportation improvements projects, project engineers are responsible for determining the applicable design criteria (roadway and drainage) and standards for development of the project upon initiation of design services. Each project is scoped with the project engineer to determine the applicable and controlling standards in order to ensure the project is developed with proper standards. The Richland County Stormwater Management Design Standards are utilized for determining the applicable project criteria; this document is based upon all requirements as set forth by SCDHEC and applicable federal and state regulations. A stormwater management report, based on the design standards, is developed for each transportation project to identify drainage areas, hydrology and design hydraulics, as applicable documentation for the preparation of a land disturbance permit.

Inspections, Operation and Maintenance - The Stormwater Division works closely with the Roads and Drainage Division on appropriate maintenance activities that can reduce or minimize the amount of pollutants captured in stormwater runoff from roadways. Both Divisions inspect the County roadway network and submit service requests to address maintenance concerns observed in the field. Richland County does not perform deicing activities. Sand is used when necessary to prevent ice on roadways.

Additional visual inspections of high risk flooding areas are conducted before large storm events (i.e. Hurricane Matthew and Hurricane Irma). The Roads and Drainage Division uses the street sweeper and vacuum trucks to clean any debris identified in the drainage system. This not only reduces the chance of localized flooding but removes potential pollutants from the system.

Maintenance Schedule - The Stormwater Division and Roads and Drainage Division continue to work on the creation of a proactive maintenance schedule for the County's roadway network. High risk areas identified by the Stormwater Management Division were given to the Roads and Drainage Division for focused usage of the street sweeper and vac trucks. This proactively reduces the risk of clogged infrastructure along the County's road network and removes potential pollutants from the system.

The Solid Waste Division and Special Services Division both have active litter pick up programs. Refuse Control Officers in the Solid Waste Division, are responsible for ensuring cars and trucks carrying debris are covered while on the highway, check illegal dumping sites on lots and roads and issue citations for violations of the County's Solid Waste Ordinance. The Special Services Division has an inmate labor program which utilizes inmates from the SC Department of Corrections to provide litter pick up along County maintained streets. Special Services also partners with Homeowner's Associations and community leaders to organize annual community clean up events. These events provide an opportunity for citizens to properly dispose of unwanted items not collected at curbside by regular trash collections.

Assessment of Controls

The County has a fully implemented existing roadways program and is working on ways to increase proactive maintenance of the roadways. The number of illegal dump sites reported and investigated decreased by 13 percent with more citations given for the ones investigated. The number of roads inspected increased by 64% from last year and improved maintenance coordination resulted in a decrease in the number of roads requiring maintenance and drainage investigations.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. Complete the list below for the last reporting year:

Number of illegal dumping requests investigated:	819
Number of citations issued:	52
Tonnage collected curbside:	11,127
Tonnage collected at drop-off sites: <ul style="list-style-type: none"> 2,000 tons (includes 598.94 tons of metal, 217.86 tons of mattresses, and 1145.91 tons of tires) 	
Amount of special collection events: <ul style="list-style-type: none"> 81.32 total tons (includes 11.16 tons of metal, 47.86 tons of electronics, 3.72 tons of tires, 17.95 tons of paper, .44 tons of batteries, .19 tons of light bulbs, 3.7 tons of household hazardous materials and pesticides) 	
Number of unpaved roads proactively inspected:	122
Number of unpaved roads requiring maintenance from inspection:	5
Number of blow out/sinkholes investigated and/or requiring maintenance:	177
Number of ditches investigated/cleaned/cutback/maintained:	298
Number of drainage problems investigated/maintained:	496
Number of catch basins investigated/repaired:	32
Number of manhole lid problems:	16
Number of transportation projects completed:	146
Number of streets swept: <ul style="list-style-type: none"> 54 streets and 114 tons of material removed 	
Number of catch basins vacuumed: <ul style="list-style-type: none"> 107 catch basins with 636 tons of material removed 	
Number of litter control activities: <ul style="list-style-type: none"> 74 community clean sweeps, 1025 roads with litter picked up, 763 tires picked up, 635 illegal dump sites cleaned, 15,387 estimated litter bags collected from roadside, 10 special clean-up projects conducted, 850.11 tons of litter collected 	

2. Use the table below to summarize roadway maintenance action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

Roadway Maintenance Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Maintain and modify policies, procedures, or regulatory requirements for the use of structural and nonstructural controls	Review current policies and procedures and update as necessary	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	The road maintenance standard operating procedures was updated along with the Public Works Stormwater Pollution Prevention Plan
Perform routine inspections of each maintenance facility to ensure BMPs are operational and determine changes that are necessary to improve runoff quality	Continue yearly and quarterly inspections of the county-owned BMPs	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Water quality units and curb screens inspected twice a year. County-owned ponds inspected yearly. 25% of major outfalls screened yearly
Increase frequency of street sweeping	Develop a proactive schedule for the use of the street sweeper	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Created a pilot project with Roads and Drainage for proactive use of the street sweeper to begin in October 2017.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program’s strengths?
This program is fully implemented. The Stormwater Division proactively inspects unpaved roads and culvert crossings on unpaved roads. The Public Works Department works closely with the Transportation Department to stress the importance of water quality on new road paving projects.

2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:
The Roads and Drainage Division, under the direction of the Deputy Public Works Director and with input from the Stormwater Division, is developing a proactive maintenance schedule for the vacuum and sweeper trucks.

D. Minimum Control Measure 4: Flood Control Projects

Objective

Incorporate water quality criteria into the design and construction of projects to manage storm events with a recurrence frequency of 100 years or some less frequent storm events.

General Discussion of SWMP Element

Capital Improvement Project List - The Stormwater Management and Engineering Divisions respond to flooding complaints and evaluate those complaints for possible inclusion on the County's Capital Improvement Project (CIP) list. The CIP list is created using a Project Database Tool. The Project Database Tool uses evaluation criteria to cover a range of considerations that are important in the implementation of a potential capital improvement project. By applying the criteria in a systematic method, each potential project is objectively evaluated and compared. The evaluation criteria are: improves stormwater drainage, floodplain management, water quality, fiscal responsibility, customer service, and workforce. Projects that improve floodplain management and water quality are weighted higher than projects which don't improve these areas.

Once a project is put on the CIP list the project is designed either by the County's Engineering Division or by an outside consultant. The Stormwater Management Division has a CIP Manager who oversees the design and construction of Stormwater CIPs.

The Stormwater Division requires designers to follow the Land Development Manual, which is currently being updated, and this includes procedures and policies related to water quality of projects, including flood control projects. Water quality design requirements are implemented and thus are assessing water quality impacts.

The County will be implementing a new standard in the updated Land Development Manual to require the use of the Integrated Design, Evaluation, and Assessment of Loadings (IDEAL) model for all permitted projects. This model evaluates the performance of BMPs and calculates loads and concentrations of sediment, nitrogen, phosphorus, and bacteria based on designer inputs and local, historic soil and rainfall data.

Assessment of Controls

The Flood Control component is fully implemented. The Stormwater Division requires projects to meet the water quantity and quality standards and has weekly project meetings with the Engineering and Roads and Drainage Divisions to discuss flood control projects.

There have been more projects moving forward with construction in recent years. Since the October 2015 flood the Stormwater Division has leveraged disaster recovery funds to design and construct other flood control projects.

Summary of CIP/Flood Control Projects:

Site 1: Devils Ditch Drainage Maintenance Project	
Status:	In progress (Design Phase: 100% completed & Construction Phase: 0% completed)
Location:	Devil's Ditch, near Owens Field Airport
Description:	The general scope of the Devils Ditch Maintenance Project is to perform maintenance and repairs to Devils Ditch. This includes removal of overgrown vegetation, removal of accumulated sediment and debris, and application of appropriate bank and bed "localized" stabilization to prevent future erosion/scouring. Existing stabilization measures will be rehabilitated as necessary to optimize stabilization in respective areas.

Site 2: Spring Valley Little Jackson Creek Stream mitigation, Stream restoration and Regenerative Stormwater conveyance – Seeking HMGP Funding

Status:	In progress (Design Phase: 100% completed & Construction Phase: 0% completed)
Location:	Spring Valley Subdivision adjacent to stream
Description:	The project began in early 2013 and is part of an overall strategy to improve water resources and quality in the Gills Creek Watershed. Erosion of the streambed and side slopes has potentially compromised the integrity of the adjacent rail bed and is beginning to cause property damage along the adjacent residential properties (Spring Valley Subdivision). Transported sediment has contributed to siltation in Lake reducing the capacity for regional drainage detention, degrading water quality and creating a negative impact on the lake habitat.

Site 3: Knollwood Drive Drainage Study and Property Buyouts – Using HMGP Funding

Status:	In progress (Design/Study Phase: 100% completed & Construction Phase: 0% completed)
Location:	Flooding of Properties along channel between Knollwood Drive and Planter Drive
Description:	Purchasing the properties adjacent to the concrete lined channel that currently experience flooding under various storm events, but the overall goal of the project will now be to permanently address water quality and flooding for this area as much as practical and feasible with the property and resources available to the County.

Site 4: Decker Pond Retrofit of Existing Detention Pond – Using In house resources

Status:	In progress (Design Phase: 100% completed & Construction Phase: 0% completed)
Location:	Upstream of existing recreational pond below Kendall Green Drive
Description:	A small Stormwater detention pond and drainage ditch that will be retrofitted to handle current design storm events, but the overall goal of the project will now be to permanently address water quality for this area as much as practical and feasible with the property and resources available to the County.

Site 5: Mountainbrook Subdivision Drainage Ditch Stabilization Project

Status:	In progress (Study/Design Phase: 50% completed & Construction Phase: 0% completed)
Location:	Upstream drainage ditch stabilization near Leesburg Road through Mill Creek near Pleasant Ridge Drive
Description:	Channel stabilization will be addressed as part of this project, but the overall goal of the project will now be to permanently address water quality for this area as much as practical and feasible with the property and resources available to the County.

Site 6: Melody Gardens/Moonglo Circle Drainage Ditch Stabilization Project

Status:	In progress (Study/Design Phase: 0% completed & Construction Phase: 0% completed)
Location:	Upstream drainage ditch stabilization near Firelane road on the back side of Moonglo Circle
Description:	Channel stabilization will be addressed as part of this project, but the overall goal of the project will now be to permanently address water quality for this area as much as practical and feasible with the property and resources available to the County.

Site 7: Danbury Basin Area Improvements Project – Using CDBG-DR Funding

Status:	Complete (Study/Design Phase: 0% completed & Construction Phase: 0% completed)
Location:	The project area will extend from the North 21 Terrace development above Mason Road down to the regional detention pond on the Full Gospel Word & Worship church property at 6015 N. Main Street.

Description:	Channel stabilization will be addressed as part of this project, but the overall goal of the project will now be to permanently address water quality for this area as much as practical and feasible with the property and resources available to the County. These improvements are to help the existing pond on the church property to provide more peak detention during design events and help the drainage system within the basin to meet the 10-year level of service.
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Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. Complete the list below for the last reporting year:

Number of CIP projects with completed designs:	4
Number of new CIP projects:	3
Number of drainage projects completed with in-house labor:	8

2. Use the table below to summarize floodplain management action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

Floodplain Management Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Create a Flood Control Program document (SOPs).	Procedures for the permitting process to include as assessment of water quality impacts on receiving water for flood management projects identified in the watershed planning process.	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	This action item is completed and is a requirement for all consultants to look at a way to implement the design standards for water quality in all new capital improvement projects.
Assess pollution discharge procedures, processes, and methods to control the discharge of pollutants from Flood Control Projects into waterbodies and publicly owned lakes.	Projects selected from the County’s 25-year Stormwater plan will be reviewed and assessed to see how water quality can be implemented.	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	This action item is completed and the process will be ongoing throughout the permit term.
Improve coordination within the Public Works Department on drainage and CIP projects.	Hold regular meetings between Engineering, Roads and Drainage, and Stormwater Management.	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Weekly projects meeting coordinated by the Deputy Public Works Director.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?

This program is fully implemented. The County has a dedicated Capital Improvement Project Manager who oversees design and construction of the Stormwater Capital projects. The capital improvement project database ranks capital projects based on flood control and water quality benefits. Over half of the projects on the Stormwater Divisions CIP list have complete designs and are ready for construction.

2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:

The Neighborhood Planning Division has identified stormwater projects and the County's TMDL plans will identify flood control projects. The Stormwater Division will work on connecting these programs to the flood control projects identified when necessary.

E. Minimum Control Measure 5: Municipal Facilities

Objective

Implement a pollution prevention and good housekeeping program that involves regular inspections, maintenance, and training, with the goal of preventing or reducing pollutant runoff from municipal operations.

General Discussion of SWMP Element

Richland County must identify priorities and procedures for inspecting and implementing controls for stormwater discharges from landfills and from hazardous waste treatment, storage and disposal facilities.

Facility Inventory and Prioritization - Richland County's Stormwater Management Division has reviewed and updated the County-owned municipal facilities. Facilities were ranked low, medium, and high priority. All County-owned industrial facilities, locations with a previously developed SWPPP, or locations with a SPCC plan are considered high priority and are inspected yearly. Low and medium risk facilities are inspected once every permit cycle. The County has six (6) facilities that store 1,320 or more gallons of fuel, used oil containment, and have a SPCC plan. Each facility with a SPCC plan has an onsite spill cleanup and containment kits.

The Stormwater Division maintains a list of industrial facilities owned or operated by the County that are subject to the SCDHEC NPDES General Permit for Stormwater Discharges Associated with Industrial Activity along with a list of BMPs that are located at each County facility. The Division has identified and located all landfills.

The Town of Arcadia Lakes does not own any facilities, but help to promote stormwater quality awareness. A Stormwater Best Management Practices fact sheet has been developed for use by the Town of Arcadia Lakes.

The City of Forest Acres owns a Public Works facility and some parks. The Public Works facility has a SWPPP and a Stormwater Best Management Practices fact sheet which has been distributed to all City staff. The City has a CESPCI certified inspector on staff.

Inspections, Operations and Maintenance - The Operational Services Division is responsible for maintenance of County facilities. The Stormwater Division conducts the yearly inspections for high risk facilities. Any concerns noted during an inspection are forwarded to the appropriate department head along with the Operational Services Department manager. Operational Services conducts annual testing and tank site inspections with SCDHEC and electronically monitor usage of the tanks. Pressure tests are also conducted for each required site to ensure no leakage in tanks or piping in addition to the Veeder Root system. This also allows a check and balance to ensure there are no leaks. A few sites have above ground tanks that include secondary containment.

All the monthly inspections for the main Public Works facility at 400 Powell Road are completed and reviewed by a Stormwater inspector. The Central Garage, located on the main Public Works yard, is inspected monthly by the County maintenance vendor, First Vehicle Services. Their Monthly Environmental Inspection Report includes inspections of the shop's hydraulic equipment (lifts), outside facility and parking areas, the fluid storage areas, including waste oil and new fluid tanks and drums, and the equipment used in the maintenance of the County equipment. The County fuel sites with Underground Storage Tanks (UST) had the annual line/leak detection testing performed on time, and all sites passed. The SCDHEC UST site permits are being received and installed at the UST sites.

Training - A SWPPP and Industrial General Permit (IGP) training are held annually. The topics included are consistent year to year and include different groups to cover items related to the Public Works SWPPP, SCDHEC information and update, and MS4 related topics related to inspections, good housekeeping, BMPs, industrial runoff, and water quality monitoring. The County has a Stormwater Pollution Prevention Plan (SWPPP) video that has been presented as well.

Assessment of Controls

The Municipal Facilities component is fully implemented. County facilities were ranked low, medium and high priority with high priority facilities receiving annual inspections. Facilities with SWPPPs and SPCC plans that are currently in place and being implemented are included on the high priority list.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. Complete the list below for the last reporting year:

Number of monitored facilities:	39 (Richland County) 3 (Forest Acres)
Number of inspections completed:	32

2. Have yearly comprehensive inspections been conducted at high priority facilities? If not, indicate a status and planned completion date in the chart below.

Yes No In Progress (*explain*): _____

3. Has training been conducted for employees? If not, indicate a status and planned completion date in the chart below.

Yes No In Progress (*explain*): _____

4. Use the table below to summarize municipal facility pollution prevention action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Ensure that the maintenance and inspection of MS4 catch basins and structural storm water controls are addressed in the chart. Add rows where needed and attach additional sheets if necessary.

Pollution Prevention Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Backup generator upgrades at Richland County facilities	New generators were installed to replace an old and outdated units at Crane Creek Fires Station #18, Bear Creek Fire Station #25, and Congaree Run Fire Station #29.	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	The new generators meets the current EPA standards along with having double wall fuel tanks. This installation reduces the risks of potential storm water contamination via a fuel spill and eliminating the need for underground fuel storage tanks.
Eastover Site Storage Facility Project	New replacement facility	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	The past storage facility at the Public Works Eastover Site has been razed. An outside Architectural and Engineering firm has been hired to design and oversee the construction of a new replacement facility. The firm will ensure that the selected contractor will adhere to all the required EPA and Stormwater regulations.
Roof replacements at Upper Richland and	Remove and replace existing roof top	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing	The new roof is a TPO membrane roof that will cover the old existing metal roof and rubber membrane. This work

Eastover Magistrate's Office		<input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	will be completed by an outside contractor through the bid process.
Judicial Center Elevator Modernization	Equipment upgrade	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	This upgrade helps reduce the environmental exposure from a potential leak with the drive unit by having new parts and by ensuring that all the connections are tight and proper. The new equipment also allows for better inspections, thus also reducing the chances of spills in the future. This project affects stormwater by reducing the exposure to water contamination.
Assess all municipally owned or operated facilities	Complete by June 1, 2018	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Item was completed by July of 2016.
Based on assessment create a high priority facilities list	Complete by June 1, 2018	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Item was completed by July of 2016.
Perform an annual inspection of high priority facilities	Start by June 1, 2018	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Completed in July/August 2016.
SWPPP Training	Hold training for County-owned SWPPP facilities	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Held a SWPPP training on SWPPP requirements for County industrial facilities in Spring 2018.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?
The County has a successful good housekeeping program. Most of the high priorities facilities have SWPPP or Spill Control Plans already in place. The Stormwater Inspector has good communication with other divisions responsible for high priority facilities.
2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:
Improve record keeping by integrating the files and inspection reports in a GIS based system instead of using Excel spreadsheets.

F. Minimum Control Measure 6: Application of Pesticide, Herbicide, and Fertilizers (PHF)

Objective

Implement a program to reduce, to the MEP, pollutants in discharges from the County associated with the application of PHFs including educational activities, permits, certifications, and other guidance related to using, storing, and disposing of PHFs.

General Discussion of SWMP Element

Richland County's PHF program has been fully implemented. The Stormwater Management Division reviewed and updated the PHF program. This included updating the PHF SOP, list of facilities, and applicators for inspections. The database is prioritized with criteria and level of risk.

Certifications - The Operational Services Department is responsible for Richland County grounds and applies chemicals when necessary. Grounds maintenance is under the direct supervision of a grounds manager who is certified by Clemson University to handle restricted use herbicides, fungicides, and fertilizers. The grounds manager is also certified to handle turf, ornamental, structural, and right-of-way herbicides, fungicides, and insecticides.

Usage – The Stormwater Management Division maintains an inventory of all Department of Pesticide Regulation (DPR) approved chemicals and where they are located. The Stormwater Division inspects all county owned facilities where PHFs are used and stored. Along with inspecting non county facilities operating under a Clemson PHF certification.

All County facilities are also under the oversight of the grounds manager, and are treated with appropriate materials to aid in healthy greenery and distributed according to the specification of the product label in conjunction with any literature regarding that product. Chemicals are mixed in a contained area, empty chemical containers are triple rinsed and disposed of according to manufactures specifications. Chemicals are applied to plant material with a backpack pump sprayer. A surfactant is added for maximum adherence to plants with minimum application amounts along with an identification dye to track where the chemical is being applied. Calibration and repair of all applicators are completed in house.

The County does not use pesticides for repelling or mitigating insects or rodents, with the exception of mosquito control.

Standard Operating Procedure - When a chemical is purchased, the quantities used are tracked to identify total application amounts for each facility. To minimize stormwater runoff of the applied chemicals, weather conditions are monitored to provide as many dry days as possible after applications. Facility sprinkler systems are also turned off after applications.

Training - Operational Services continues to use on-the-job opportunities for educating and training other grounds staff members on the proper use, care and application of pesticides and herbicides. This is being accomplished through classes provided by the Stormwater Management Division, weekly safety training meetings, plus hands-on training by the grounds manger.

The Stormwater Management Division holds a yearly Blue Thumb Workshop focused on pesticide, herbicide and fertilizer usage. Landscapers across the county are invited along with EcoGroup and licensed applicators who work for the County.

Contractor - The County utilizes EcoGroup, a licensed pesticide and herbicide applicator through the state of South Carolina, to assist in administering chemicals along County maintained ditches. Contracted applicators

are required to have proper certification and licensure for pesticides application through Clemson Extensions DPR.

The Hamilton-Owens airport has herbicides and pesticides applied by DBI Services through a statewide contract administered through the SC Aeronautics Commission.

The following applications took place during the preceding twelve-month period:

- Herbicide Airfield lights Spring 2018
- Herbicide Taxilane pavement Spring 2018
- Herbicide Perimeter Fence line Spring 2018
- Pesticide (Fire Ant killer) Airfield lights Spring 2018

Assessment of Controls

The PHF Program has been developed and is being implemented to control PHFs from entering the County’s Stormwater. There is only one sight that required enforcement which is the same site from last year and is not a County owned facility. The Stormwater Division reports locations that are not under its jurisdiction to Clemson.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. Complete the list below for the last reporting year:

Total number of inspections performed:	34
Number of sites with unsatisfactory/noncompliant inspection results:	1
Number of sites with enforcement escalation (action taken beyond written warning):	0

2. Use the table below to summarize PHF application action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

PHF Site Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Identify areas known to have high applications of PHFs and prioritize problem areas	Complete	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Completed by July 2016.
Maintain an inventory of on hand PHF and information about product formulations	Complete	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Inventory will be updated on a continual basis throughout permit term.
Develop and implement a program to detect the improper usage of PHFs	Complete	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Updated PHF SOP in December 2016.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?

The County has successfully implemented the PHF Program. A list of departments and individuals that utilize PHFs, the list of chemicals stored by those departments is kept in the Stormwater Division. An annual PHF conference for internal and external PHF contractors is provided by the Stormwater Division.

2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives

Not Applicable

G. Minimum Control Measure 7: Illicit Discharges and Improper Disposal

Objective

To develop processes, procedures, and legal authority to track and eliminate illicit discharges and improper disposal into the storm sewer system.

General Discussion of SWMP Element

Richland County ordinance 26-203 prohibits illicit connections, illegal discharges, illegal dumping, and improper disposal and addresses organic waste and spills. This ordinance is enforced by the Richland County Stormwater Management Division. The ordinance also includes language concerning the reporting of SSOs within Richland County. The Stormwater Management Division also has a SOP for Illicit Discharge Detection and Elimination. The County's SOP includes procedures and checklists. Stormwater Management staff has been trained in using field screening testing kits for routine parameters, including *E. coli*, to take a quick screening sample to verify a suspected illicit discharge. If a suspected illicit discharge receipt is received via One Stop, the County's service request system, or a phone call, a Stormwater inspector investigates within 24 hours. A report is created from this inspection and proper enforcement and follow-up actions are determined. Paper copies of the inspections, reports, and follow-up letters sent are maintained and filed as paper copies.

Field Screening – The IDID element requires the identification and dry weather inspection of all MS4 outfalls into waters of the State. Dry weather field screening is scheduled for all outfalls over the 5-year permit period. These will be inspected on a 25% annual basis for the first 4 years and will then perform any further investigations and reporting in the 5th year.

Dry weather field screening is paired with structural QA/QC inspections. In addition, these inspections identify maintenance that is required on the stormwater system. Outfalls are screened per the prioritized ranking system. While performing field screening throughout the County, field staff look at all outfalls and further defining their major outfalls. New outfalls are added to the database from as-built drawings and also from outfalls located while in the field. Outfalls are stored and updated in a GIS shapefile. This map is included in the annual report.

The Solid Waste Department works to locate and prosecute illegal dumpers in Richland County. Enforcement actions taken by the Solid Waste Department are discussed in the Enforcement Section.

Spill Response - Another key element of the IDID program is an effective spill prevention and response program. Section 26-202(c)(8) of the County's ordinance addresses spill response and establishes the authority of the Richland County Director of Emergency Services (or an authorized fire official) to control and contain hazardous materials that are emitted into the environment and are considered a threat to public health or the environment. This section also establishes the right of entry of the official in charge of a situation onto any private property. If it is determined that the spill could potentially impact stormwater or a receiving stream, the Stormwater Manager is contacted immediately.

Spill Response Procedures are included in Section 8 of the "Standard Operating Procedures Illicit Discharge Detection and Elimination Program" document. This includes procedures for reporting spills, cleaning up spills, and follow-up.

Sources with the greatest potential for spills are inspected with facility inspections, and efforts are made to provide appropriate storage and containment to prevent spills.

Richland County has a Hazardous Material Contingency Plan which the Emergency Management Division is responsible for implementation and update.

Public Reporting of Illicit Discharges - The One Stop response system is available to Richland County residents for making illicit discharge reports along with calling the Stormwater Management office directly. The County has an Adopt-A-Stream program to get citizens actively involved with testing water quality. While volunteering for the program, citizens are trained to actively look for suspected illicit discharges and provide with information on how to report those to the county. Reports of suspected illicit discharges discovered by an Adopt-A-Stream volunteer are forwarded to the Stormwater Manager.

The City of Forest Acres and Town of Arcadia Lakes have monitored siltation in local creeks from construction sites, and they have called Richland County for support when necessary. Richland County's One Stop response system provides citizens with the resource to report any illegal discharges.

Oil & Household Hazardous Waste - The oil and household hazardous waste portion of the IDID element is aimed at residents. Public education about the proper way to dispose of these materials is key to ensure the elimination of discharges or dumping of oil and household hazardous waste. Richland Recycles Day is an annual event where residents can safely dispose of household hazardous waste.

Richland County sponsors a Clean Sweep program in neighborhoods throughout the County. This program provides residents with a convenient means to dispose of hazardous household materials (HHM) inappropriate for collection with solid waste. In addition, the County operates a construction and demolition landfill that accepts C & D debris, used tires, used motor oil, used oil filters, antifreeze, appliances and yard waste. The County contracts with private companies to dispose of the waste collected at this landfill. There are also 10 GOFER sites located in the County that accept used oil, oil filters, and antifreeze. These sites are operated in conjunction with Santee Cooper Power.

Sanitary Sewer and Septic Seepage - Richland County has seven (7) sewer service providers, and Richland County Sewer Service is one of them. Richland County's sewer service system is relatively small and a relatively new system (less than twenty (20) years). If there is a spill, the Utilities Department follows SCDHEC guidelines and will send a report within 24 hours including clean-up performed and corrective action plan assessed. Since each spill and related clean-up is so diverse, they do not have particular procedures identified for each type of spill. The Utilities Department follows SCDHEC guidelines in their submission of reports and submits monthly reports with all the findings.

Any sewage seepage that is detected during dry weather screening is addressed. The County ordinance requires sewer providers in the County to provide SSO information to the Stormwater Management Division, which aids the County in tracking areas of concern. In addition, the County has an IDID Guidance Manual, which includes a section on sanitary sewer. Richland County Utilities Department has a program which provides for public notification of SSOs that meet certain reporting conditions.

The County maintains several video inspection cameras to assess line conditions, etc. Smaller cameras are frequently used to identify household sewage back-ups reported by customers. The customer is notified of the condition of the service connection, and if the problem is found to be on the County maintained portion of the line, it is promptly corrected. Often while identifying the problem, it may be resolved through the process of investigation regardless of who is responsible.

Employee Training – The Public Works Department offers an annual “All Hands” meeting which is held every December. All employees in the Public Works Department are required to attend. A variety of topics are covered at this meeting including, but not limited to, Spill Prevention and Control, Good Housekeeping Practices, Illicit Discharge Detection and Elimination, and Roadway Maintenance Pollution Prevention.

An agenda from the “All Hands” meeting, as well as the sign in list, is maintained.

Assessment of Controls

The County has a fully implemented Illicit Discharge Detection and Elimination Program. The number of suspected illicit discharges decreased by 35% from the last annual report, and the number of discharges found drastically reduced. More outfalls were screened the previous annual report and response to citizen reports did not change, which supports the assumption that the County's efforts to increase awareness of illicit discharges may have resulted in fewer discharges. The number of SSOs investigated reduced by 85%.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. How can the public notify the MS4 of suspected illicit discharges?
Citizens can contact the Stormwater Management Division or the Ombudsman's office at 803-929-6000.

Complete the list below for the last reporting year:	
• Total number of suspected illicit discharges:	11
• Total number of illicit discharges found:	1
• Number of illicit connections found or reported by public:	0
• Number of illicit discharges with enforcement escalation (action taken beyond written warning):	0
• Number of NOV's issued related to Fats, Oil & Grease program:	36
• Number of proactive dry weather inspections:	241 outfalls screened (94 of those outfalls were major outfalls)
• Number of suspected SSOs investigated:	2
• Number of SSOs:	2
• Number of SSOs investigated by Richland County Utilities:	6
• Number of SSOs reportable to DHEC by Richland County Utilities	4

3. Use the table below to summarize IDDE action items, goals, and progress for the current reporting year. In the "activities conducted and planned" section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

IDDE Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Update dry weather screening/IDDE manual.	Review manual to see if there are any updates	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Completed by June 30, 2017.
Identify all field screening points	Work with GIS to identify new outfalls	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	GIS updates outfall inventory throughout the year.

Update illicit discharge inspection form	Review form to see if any changes need to be made due to new permit	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Completed in July of 2016.
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Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?
This program is successfully implemented. There are two dedicated inspectors to conduct illicit investigations and dry weather screening activities. However, all stormwater staff has been trained in the proper response procedure in identifying and responding to an illicit discharge.

2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:
Although only two of the five SSOs within the County were reported to the Stormwater Division increased communication with the sanitary sewer providers to ensure all SSOs are investigated is needed.

H. Minimum Control Measure 8: Industrial Runoff

Objective

Implement a program that monitors and controls pollutants, to the MEP, in stormwater discharges to the County's MS4 from industrial facilities.

General Discussion of SWMP Element

Legal Authority - Richland County's ordinance, Section 26-203 (which is included in Appendix A of the Industrial Runoff program SOP document) provides the County with authority for inspectors to implement the inspection schedule.

Facility Inventory - The County maintains an inventory of all industrial facilities and updated procedures for inspecting, monitoring and responding to non-compliance at industrial facilities. Updates include identifying and controlling pollutants in stormwater discharges to the Richland County MS4 from any municipal landfill(s), hazardous waste treatment, storage, disposal (TSD) and recovery facilities, and facilities that have reported under the requirements of the Emergency Planning and Community Right to Know Act (EPCRA) Title III, Section 313. The list is updated annually and includes the closest waterbody, watershed, and subwatershed that the facility drains to.

Inspections - Any facilities that have closed/moved were removed from the facility inventory. Landfills are included in the inventory and are inspected yearly. By the end of the reporting year there were a total of 141 facilities on the list, up 11% from last year. In addition to updating the industrial facility database, the inspection report includes detailed information such as receiving waters, priority classification, and County tax map number. Before an inspection, the facility is contacted to schedule a date and time that a representative can be present. The County inspector walks the site and notes any concerns during the inspection. A follow-up letter and inspection form is submitted to the industry concerning any deficiencies found. If there is a significant deficiency, a Notice of Violation is submitted to the industry and a follow-up inspection is conducted. During this permit term, three NOV's were issued. All issues were resolved during follow up inspections.

All inspection reports are filed in the central repository in the Stormwater Management Division's Office and are available upon request.

Monitoring - The majority of the industrial facilities inspected by the County are covered under the SCDHEC IGP and perform their own monitoring. The IGP permittees perform monitoring at industrial facilities, and the Stormwater Division checks that results are maintained at the facility during inspections.

Assessment of Controls

The Industrial Runoff Program is fully implemented. The number of industries in the County increased by 11%. In the last reporting year only 24% of industries were inspected due to a change in the number of industries on the list. During this reporting year 26% of industries were inspected. The County is on target with the permit goals by having 50% of industries inspected within the first two years of the permit.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. Complete the list below for the last reporting year:

• Total number of inspections performed:	38
• Number of sites with unsatisfactory/noncompliant inspection results:	3 with follow up inspection completed, issue resolved
• Number of active industrial users in Richland County:	141
• Number of sites with enforcement escalation (action taken beyond written warning):	0
• Percentage of industrial facilities inspected:	26%

2. Use the table below to summarize industrial runoff action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

Industrial Site Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Review and update landfill inspection form	Updated form	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Begin using form during inspections.
Review and update Industrial Runoff program SOP	SOP updated completed	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Started using updated SOP in July 1, 2017 in daily activities.
Ensure new water quality industrial monitoring plan includes consideration for industrial runoff.	Locate wet weather stations at industrial outfalls	<input type="checkbox"/> In Planning <input type="checkbox"/> Ongoing <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Evaluation	The County’s monitoring plan is focused on TMDL, 303d listed, and sensitive waters. The County provides general oversight of industries to ensure they are following the monitoring plans in their IGP. If any questionable spikes in County collected samples/monitoring data occur that may point towards an industrial facility as the potential source, more targeted monitoring at or near the industrial facility will be considered.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program’s strengths?
This program is successfully being implemented. The Stormwater Division has a dedicated inspector who has improved communications with the industries within Richland County. The facility list is updated annually and the County is on target with 50% of industries inspected.

2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:

Not Applicable.

I. Minimum Control Measure 9: Construction Site Runoff

Objective

Reduce erosion and sedimentation associated with construction sites by implementing the appropriate ordinances and procedures to require the design, installation, and maintenance of effective pollution prevention measures for construction site operators.

General Discussion of SWMP Element

Richland County continues to implement its sediment and erosion control standards. The County is currently developing a Land Development Manual that will fully incorporate the changes required in the MS4 permit and the Construction General Permit.

Plan Review and Approval - Sediment & Erosion Control Plan Reviews are performed by the New Development Division in the Planning and Community Development Department. The New Development Division also conducts plan reviews for the Town of Arcadia Lakes and the City of Forest Acres. Richland County utilizes a plan review checklist to review submitted information prior to approval and issuance of a land disturbance permit. The checklist includes items to ensure that sediment and erosion control measures during the land disturbance and stormwater management practices are completed and adequate.

County staff can take a maximum of 18 days to complete the first stage of the plan review. Any modifications or changes to be made are then discussed and resubmitted for further review. Plan review is all completed electronically. A plan submittal may not be submitted to the County for review until all required items are included. Any questions or issues that arise during plan review are followed up on prior to approval.

Chapter 26 of Richland County's ordinance establishes regulations for erosion and sediment control, land development regulations, zoning, and landscape requirements. The Enforcement Response Guide for Stormwater Management and Floodplain Management programs addresses the appropriate enforcement actions related to specific violations. The County's Land Development Manual and ordinance provide the requirements related to permit approval and the specific erosion and sediment control BMPs required. Guidelines for site specific SWPPPs are also included in the Land Development Manual and on the Richland County Development Services website.

Qualified County staff conduct plan and SWPPP reviews. Richland County provides training for the plan reviewers through Clemson's Certified Stormwater Plan Reviewer (CSPR) certification program.

Richland County reviews SWPPPs to verify that consideration has been given to TMDL waters, 303(d) impaired waters, wetlands, and sensitive waters and what water quality impacts the discharges may have. The Land Development Manual, that is currently being updated, includes special design provisions for construction projects that disturb 25 acres or more and discharge to a TMDL or impaired waterbody to have BMPs in place during construction and after construction to meet antidegradation requirements.

Additional information on the process of plan review, inspection, and enforcement is provided on the County's website: <http://rcgov.us/DevServ/QuickLinks/CodesandRegulations.aspx>

Sediment and Erosion Control Inspections - The New Development Division conducts sediment and erosion control inspections on all sites undergoing construction weekly and after large storm events. These inspections continue throughout all phases of construction until the project is closed out. When applicable, the inspection includes enforcement actions as required in the County's Enforcement Response Guide for Stormwater Management and Floodplain Management programs. New Development Division Inspectors are authorized by Richland County to enforce the requirements of the Land Development Ordinance.

If a deficiency is found the site is given a Notice of Violation (NOV) or Stop Work Order (SWO) depending on the level of deficiency. NOV's are submitted in writing and a card is posted onsite if immediate compliance is required. The Division gives the violator seven (7) working days of the inspection to comply. A SWO halts all land disturbing activity. SWO shall be submitted in writing and a card is posted onsite immediately.

If there is any off-site impact, it is deemed a failed inspection. Failed inspections are given the opportunity to submit and act upon a corrective action plan approved by the New Development Division.

The New Development Division has four (4) inspectors who are assigned specific areas of the County where they conduct sediment and erosion inspections, road construction inspections, and special investigations.

Community Involvement - The New Development Division conducts monthly meetings on construction site regulations and enforcement procedures. The local building industry association (BIA) is invited to these monthly meetings along with engineers, contractors, and DHEC. The Stormwater and Engineering Divisions attend these meetings to provide updates on regulatory changes. These meetings shall continue through the development of the land development manual and ongoing as needed.

Assessment of Controls

Richland County has sediment and erosion control plan review procedures in place. Richland County has an Enforcement Response Guide in place as well as a priority decision matrix to aid in construction site inspections.

Richland County's enforcement efforts are successful and in compliance. There was a 51% increase in inspections from last year even though the number of active construction sites decreased.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

1. How can the public notify the MS4 of possible noncompliance at construction sites?	
Citizens can contact New Development or the Richland County Ombudsman's office at 803-929-6000	
2. Complete the list below for the last reporting year:	
• Total number of active construction sites:	157
• Total number of certified construction site operators:	51
• Total number of inspections performed:	2653
• Number of sites with enforcement actions:	642
• Total number of projects submitted and reviewed	406

Use the table below to summarize construction and post-construction site action items, goals, and progress for the current reporting year. In the “activities conducted and planned” section, focus on activities that were conducted in the last reporting year and those that are planned for the upcoming reporting year, providing implementation dates. Add rows where needed and attach additional sheets if necessary.

Construction Site Action Item	Measurable Goal(s)	Progress on Goal(s)	Activities Conducted and Planned <i>(specific implementation dates)</i>
Review construction SOP. Update as necessary	Make changes to the construction SOP during the creation of the land development manual	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Finalize construction SOP after land development manual is approved.
Identify additional local trainings to send staff to	Send staff to sediment and erosion control training as it becomes available	<input type="checkbox"/> In Planning <input checked="" type="checkbox"/> Ongoing <input type="checkbox"/> Completed <input type="checkbox"/> Evaluation	Schedule staff to attend trainings yearly to the MEP.

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program’s strengths?
The program has successfully implemented improved technology. The New Development Division is operating in a digital environment, seized upon opportunities to improve data-sharing. This year, the County has worked to improve enforcement procedures by looking to establish a more standardized process for the most common infractions. This has been effective in setting better expectations. We have also done a better job of foreseeing issues and alerting the contractor to them before they happen along with noting the enforcement measures that would be used and when.
2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:
This year New Development lost its division manager and lead inspector. Inspectors are now under the direction of the County’s building official and enforcement hasn’t suffered, but filling the original positions has proven challenging for the County.

J. Minimum Control Measure 10: Public Education & Public Participation

Objective

Distribute educational materials or conduct equivalent outreach activities about the impacts of stormwater discharges on waterbodies and the steps that the public can take to reduce pollutants in stormwater runoff.

General Discussion of SWMP Element

Town of Arcadia Lakes, City of Forest Acres, and Richland County must implement a public education program to distribute educational materials or conduct equivalent outreach activities about the impacts of stormwater discharges on waterbodies and the steps that the public can take to reduce pollutants in stormwater runoff. The successful implementation of each component of the SWMP requires the education and input of all residents of Arcadia Lakes, Forest Acres, and the unincorporated areas of Richland County.

Richland County's Stormwater Division has a full-time outreach and public involvement coordinator. The County has a comprehensive public outreach plan.

Identify and Analyze Pollutants of Concern – Richland County has identified the pollutants of concern (POC) for the County's MS4 area in the RCSC Stormwater Education and Involvement Strategic Plan. These include *E. coli*/Fecal Coliform; pesticides, herbicides, and fertilizers; sediment; household hazardous waste; fats, oils, and grease; and litter.

The RCSC members analyzed the POCs and narrowed down their sources to better target pollutant-focused programs. Richland County waterways have a great economic and recreational value that will encourage the public to be more involved in maintaining and improving the water quality. TMDL watersheds, impaired waterbodies, and input from the County's monitoring results was also considered.

Goals and Objectives – Goals and objectives are defined in the RCSC Stormwater Education and Involvement Strategic Plan. This plan sets program goals, prioritize resources upon efforts, and provide an expected time frame to work to achieve the goals.

The County aims to increase awareness of the targeted pollutant activities in the short term and provide more action items to reach the public. Over the long-term, the County strives to have the appropriate materials and programs in place to encourage and measure how behavior is changed in the targeted audiences.

For each of the specified POCs, messages and involvement opportunities have been developed and implemented to help meet the program goals and objectives and reach the targeted audiences. Methods of distribution vary according to the campaign/message and who the target audience is determined to be. The developed messages and programs are described in the RCSC Stormwater Education and Involvement Strategic Plan.

Program Highlights – Through internet resources, publications, workshops, festivals, presentations, and trainings the Public Education program reached more than 150,000 people. The Richland County Stormwater Management Division hosted a "Green Infrastructure/Low-Impact Development" workshop which includes a demonstration site visit with explanation of the low impact development BMPs used, site selection and design, management practices, and cost-benefit analysis. Economic/environmental benefits, stormwater management, and nonpoint source pollution control are also discussed at this workshop.

The annual "Blue Thumb Landscaping Conference" is targeted towards lawn maintenance professionals and landscape architects. Topics include integrated pest management, aquatic pest control, stormwater runoff, turf management, pesticide resistance, good housekeeping practices, and inspections.

The “Richland Recycles Day” allows Richland County citizens to bring household items to be recycled. Items accepted include electronics, light bulbs, batteries, household hazardous waste, pesticides, fertilizers, paper for shredding, cooking oil, and tires. While collection of materials is occurring, students from various schools visit exhibitor booths with hands-on presentations that focus on recycling.

“Trash the Poop” is an ongoing program that works to encourage pet owners to pick up their pet waste and educate the public on how this affects water quality. This program includes sponsoring neighborhoods to receive free pet waste stations that the neighborhood can maintain, mass media campaigns, and the distribution of least bag holders.

“Storm Drain Marking/My River Starts Here” is a program to allow the public to assist in marking storm drains to educate others about preventing items other than stormwater from entering the storm sewer system.

This year was the last year the Stormwater Management Division partnered with Clemson Extension’s Carolina Clear program to organize the Richland Countywide Stormwater Consortium. Although the Carolina Clear program is a beneficial program, the Stormwater Division has an Education and Outreach Program Coordinator who can focus on programs specific to Richland County instead of larger statewide programs. Some of the highlight of the final year partnership with Carolina Clear include:

- More than 1700 students reached throughout the last year. Programs included various talks on healthy watersheds, recycling events, community clean ups, and stream activities.
- The City of Columbia and Lexington and Richland Counties formed a new partnership with the Columbia Fireflies, allowing their Trash the Poop campaign to reach upwards of 8,500 at the Fireflies’ Wag-Along Wednesday.
- The Adopt-a-Stream program held five workshops this Year, resulting in roughly 60 certifications for the statewide stream monitoring program.
- Clemson Extension’s youth program, 4HsO, formed a new partnership with Sesquicentennial State Park that will continue in 2019. Students ages 9-14 participated in stream sampling, canoeing, bird identification, and more.
- Clemson launched the first ever Master Rain Gardener course in spring 2018, with a total of 44 participants. This program includes online videos, discussions, and presentations and concluded with a field day in James Island.

Assessment of Controls

Education and public involvement efforts include surveys given at the end of workshops, verbal feedback at meetings and events, and written feedback submitted on Facebook pages. These assessments are useful for evaluating a single event or specific topic but may not show overall behavior change.

Discussion of Revisions (summarized elsewhere in report)

Not applicable

Measurable Goal Summary

Number of people reached via internet resources	139,975
Number reached via publications, newsletters, and articles:	4,302
Number reached via festivals and events:	2,579
Number reached via presentations:	1,790
Number reached via workshops & trainings:	1,612
Number of workshops hosted by Richland County Stormwater Division	9

Control Measure Evaluation

1. Evaluate the success of this MCM. What are the program's strengths?
The County has a fully implemented Public Education and Public Participation Program. With the end of the Carolina Clear Contract the County is still fully capable of having a strong program focused on Richland County needs through the efforts of the Education and Outreach Coordinator.
2. Provide an evaluation of where the program needs improvement and explain any actions that will be taken to achieve objectives:
N/A

Monitoring Activities

Objective

Overall objectives for monitoring is to 1) characterize the quality of stormwater runoff from representative land uses, 2) eliminate specific pollutants identified from each land usage type, 3) establish baseline conditions, 4) determine Richland County's current overall condition of water quality in stormwater runoff, and 5) decrease (ideally eliminate) pollutants entering stormwater runoff and discharging into waters of the State to the Maximum Extent Practicable.

General Discussion of SWMP Element

Richland County must develop and implement a comprehensive monitoring program comprised of three (3) main elements: a Dry Weather Screening Program, a Wet Weather Monitoring Program and an Ambient Water Quality Monitoring Program. The purpose of requiring such an extensive monitoring program is to aid the County in establishing baseline water quality conditions within its jurisdiction, and, to allow for the observation of trends in the condition of water quality as the programs SWMP are implemented. Through the combination of these three (3) programs, the County will be able to determine which pollutants are particularly problematic in its MS4, which will direct the public education programs implemented by the County.

The Richland County Water Quality Annual Update Report is included as an attachment which includes:

- a summary statement of the objective of each monitoring project included under the program,
- chart of the data from the monitoring completed,
- discussion of any results or conclusions derived from the monitoring completed,
- discussion of monitoring program revisions that are summarized elsewhere in the annual report, and
- an in-depth analyses of water quality trends.

Fiscal Analysis

1. What is the source of funds proposed to meet the necessary expenditures?

Ad valorem tax assessment

2. What are the legal restrictions on the use of the funds?

The funds are subject to millage cap legislation.

3. Use the table below to summarize the fiscal analysis for the program implementation both for the past calendar year as well as the next.

Fiscal Year	Stormwater Budget	Source of Funding
FY 15/16	\$3,713,746	Ad valorem tax assessment
FY 16/17	\$5,289,806	Ad valorem tax assessment
FY 17/18	\$3,861,269	Ad valorem tax assessment
FY 18/19	\$4,053,471	Ad valorem tax assessment

Summary of SWMP and Monitoring Modifications

The Richland County Stormwater Management Plan (SWMP) was designed to reduce the discharge of pollutants from Richland County's Municipal Separate Storm Sewer System (MS4) to the Maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act. The contents of the SWMP will change due to the iterative process of implementing the stormwater program. The SWMP will be revisited on an annual basis to reflect accomplishments, potential revisions to program components, and additions of other activities or expanded efforts.

The SWMP is organized into the following sections: Introduction, Stormwater Management Plan, SWMP Requirements, Monitoring and Fiscal Analyses. A copy of the SWMP is included in the Appendix A.

Water Quality Based Effluent Limitations (WQBEL)

Information related to Water Quality Based Effluent Limits is listed in the Water Quality Monitoring Plan.

Appendices

Appendices included in attached CD.

- Appendix A: Stormwater Management Plan
- Appendix B: Water Quality Monitoring Report
- Appendix C: Richland Countywide Stormwater Consortium Annual Report
- Appendix D: Location of Major Stormwater Structural Controls
- Appendix E: Employee Training Sign-in Sheets
- Appendix F: Illicit Discharge Citizen Compliant Log
- Appendix G: System Map
- Appendix H: List of Industrial Users

Appendix A: SWMP



Richland County
Stormwater Management Plan (SWMP)

Post Office Box 192
400 Powell Road
Columbia, SC 29202

March 2017
Revised September 2018

Prepared in accordance with SCDHEC Permit #SCS400001

CERTIFICATION OF STORMWATER MANAGEMENT PLAN

I certify that Richland County has taken the necessary steps to obtain and maintain full legal authority to implement and enforce each of the requirements contained in the NPDES Permit for Discharge to Surface Waters, Permit Number SCS400001.

Name (Print)	Title
Signature	Date

Table 1: SWMP Revisions

SWMP REVISIONS			
Date Revised	Sections Revised	Revised By	Approved By
09/26/2018	Section 1.2 was updated to reflect changes in the contact list.	Rebecca Coulter	Synithia Williams
09/26/2018	Tables throughout Section 2 and 3 were reviewed to reflect changes in the status and schedule.	Rebecca Coulter	Synithia Williams
09/26/2018	Section 4 was updated to reflect changes in the County Fiscal Plan.	Rebecca Coulter	Synithia Williams
09/26/2018	Appendix A was updated to reflect changes in the BMP schedule. Appendix D had 3 documents added, all related to correspondence with SCDHEC added.	Rebecca Coulter	Synithia Williams

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Appendix D: Richland County MS4 Permit Correspondence with SCDHEC

List of Acronyms and Abbreviations

BMP	Best Management Practice
CAP	Corrective Action Plan
City	City of Forest Acres
County	Richland County
DO	Dissolved Oxygen
EPA	Environmental Protection Agency
ERP	Enforcement Response Plan
FY	Fiscal Year
GI	Green Infrastructure
HOA	Homeowner Association
IDDE	Illicit Discharge Detection and Elimination
IDID	Illicit Discharges and Improper Disposal
LCP	Larger Common Plan
LID	Low Impact Development
NOT	Notice of Termination
MEP	Maximum Extent Practicable
MS4	Municipal Separate Storm System
NPDES	National Pollutant Discharge Elimination System
PHF	Pesticide, Herbicide, and Fertilizers
POC	Pollutant of Concern
POTW	Publicly Owned Treatment Work
PSD	Public Sewer District
RFP	Request for Proposal
SCDHEC	South Carolina Department of Health and Environmental Control
SCDOT	South Carolina Department of Transportation
SOP	Standard Operating Procedure
SPCC	Spill Prevention, Control, and Countermeasure
SWMP	Stormwater Management Plan
SWP3	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load
Town	Town of Arcadia Lakes
UA	Urbanized Area
WMU	Watershed Management Unit
WQBEL	Water Quality Based Effluent Limitation
WQMS	Water Quality Monitoring Station

Richland County, South Carolina

NPDES Stormwater Management Plan (SWMP)

1.0 Introduction

This Stormwater Management Plan (SWMP) is designed to reduce the discharge of pollutants from Richland County's Municipal Separate Storm Sewer System (MS4) to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act. The contents are expected to change with time due to the iterative process of developing the SWMP recognized by the Environmental Protection Agency (EPA) and the South Carolina Department of Health and Environmental Control (SCDHEC). This document is meant to be a living document that will be revisited on an annual basis to reflect accomplishments, potential revisions to program components, and additions of other activities or expanded efforts.

This SWMP addresses the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for Discharge to Surface Waters, Permit No. SCS400001, effective July 1, 2016 and expiring June 30, 2021.

This SWMP is organized into the following Sections:

- Introduction: This section provides a description of the purpose of the SWMP document, how updates to the document will be made, a background on Richland County's MS4 permit history, and the applicable stormwater contacts.
- Stormwater Management Plan (SWMP): This Section discusses items that are required by the Permit including contents required in the SWMP, obtaining legal authority, implementing and tracking enforcement procedures, what the annual reports will include in general, and the schedule for several SWMP requirements.
- SWMP Requirements: This Section includes details on each of the ten SWMP requirements. Each program element includes the following tables:
 - Permit Requirements: Table provides a brief summary of the permit requirements
 - BMP table: Table includes the action items that the County will perform to meet the requirements of the Permit. This includes the proposed BMP, the responsible departments and staff to implement the BMP, and the implementation schedule and frequency for the BMP. The section number and page number from the Permit is included with each requirement.
 - Annual Reporting: Table summarizes what information needs to be recorded for Annual Reporting purposes.
- Monitoring: This Section discusses requirements for Water Quality Based Effluent Limitations (WQBELs) and other monitoring requirements related to impaired Water Quality Monitoring

Stations (WQMSs), Total Maximum Daily Loads (TMDLs), and other sensitive waterbodies in Richland County's MS4 area.

- Fiscal Analysis: This Section gives a general overview of the County's MS4 financial resources and sources for stormwater program funds. It also lists action items that will be completed during the permit term.

It should be noted that *italicized text* within the SWMP indicates language that was copied directly from the MS4 permit.

Updates to the SWMP will be included in Table 1 and will include what Sections were update, who made the changes, and who approved the updated SWMP. Changes will be made according to the schedule defined in Table 34.

1.1 Background

Richland County (County) has been designated by the EPA as an MS4 having an unincorporated Urbanized Area (UA) with a population of greater than 100,000 and less than 249,999, and was thus required to obtain coverage under a Phase I NPDES permit. Within Richland County are eight distinct jurisdictions: Fort Jackson (a United States Army Training Facility), the South Carolina Department of Transportation (SCDOT), the Cities of Columbia and Forest Acres, and the Towns of Irmo, Blythewood, Arcadia Lakes and Eastover.

First Permit Cycle

The first draft of what would become Richland County's first NPDES permit identified nine co-permittees, including the eight jurisdictions listed above. Richland County expressed its concerns to SCDHEC regarding what it felt was an excessive number of co-permittees, and the difficulties it anticipated in fulfilling the permit requirements across so many jurisdictions. After several meetings between Richland County and SCDHEC, and the submission of comments on the draft permit from many of the co-permittees, SCDHEC issued the final NPDES permit for Richland County which identified no co-permittees.

In March of 2000, SCDHEC granted Richland County its Phase I NPDES permit (SCS400001) and it became effective on April 16, 2000. This permit allowed for Richland County to discharge storm water from its MS4, as long as it remained in compliance with the terms of the permit, including effluent limitations, monitoring requirements and other conditions. The preliminary renewal application, for this permit, was submitted to SCDHEC on October 18, 2004. This application was considered incomplete due to the lack of required monitoring data. Richland County conducted sampling at five stations for three wet weather events from January through June 2005. This data was submitted to SCDHEC for consideration in the permit renewal; however, this data was not available before the permit expired in April 2005.

On June 16, 2005, Richland County received a Notice of Alleged Violation/Notice of Enforcement Conference. The notice cited violations of both the Pollution Control Act and Water Pollution Control Permits. The Pollution Control Act was violated due to the discharge by Richland County of both organic and inorganic matter into the environment in a manner not in compliance with a SCDHEC permit. The

Water Pollution Control Permits were violated due to the failure of Richland County to submit a complete renewal application at least 180 days prior to the expiration date of the existing permit, and the failure of Richland County to comply with all the requirements of its first permit.

The Enforcement Conference was held on July 6, 2005 and resulted in a Consent Order requiring the creation of a Corrective Action Plan (CAP) by Richland County to address the deficiencies found during the December 16-17, 2003 audit by SAIC and EPA. Among other things, the CAP established a plan for the development and implementation of the Wet Weather Monitoring Program, and set a schedule by which the County would complete the required monitoring in each Watershed Management Unit (WMU) within the County's MS4. Per the CAP, the wet weather monitoring was to be completed in WMUs 502, 301, and 202 during Year 1 of Richland County's second permit term. In addition, the Ambient Water Quality Monitoring Program was implemented during year two of the second permit term. Once the CAP was fully developed and approved by SCDHEC, the County's second permit was issued on August 11, 2006 and became effective on September 11, 2006.

Second Permit Cycle

The County's second permit expired on September 10, 2011. A permit re-application for issuance of the 3rd five-year permit was submitted to SCDEHC in March 2011. Richland County's 3rd permit became effective July 1, 2016. The final permit issued by SCDHEC did not address many of the County's concerns outlined in the County's comments prepared during the public comment period for the permit. In late 2016, the County engaged in detailed correspondence with SCDHEC to gain a better understanding of SCDHEC's expectations of the new permit requirements. The County especially wanted resolution with the permit items that were deemed to be potentially unattainable. After much correspondence both parties agreed that the intent of the permit is to develop, implement, and enforce a SWMP designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable (MEP). In the response email received by SCDHEC on 12/16/2016 it states that the permit requirements the County had concerns with should be "viewed through the lens of MEP, and are not 100% absolutes as they would first appear." The response letter further goes on to state that "Part II of the permit, the SWMP, is predicated on the MEP standard...and if implemented to the MEP, pollutant loads from urban runoff discharges should not have a deleterious effect on receiving water quality." The SWMP was developed and is updated annually per the terms of the permit with the overall goal of reaching the MEP standard (See Section 2.1.1 for the County's stance on the MEP standard.

Co-permittees

The permit identifies two co-permittees: the Town of Arcadia Lakes (Town) and the City of Forest Acres (City). The Town and City are separate political jurisdictions located entirely within Richland County. Due to the small sizes of both the Town and the City along with the significant requirements of NPDES Phase II, it was determined that it would be more efficient to have Richland County fulfill the Phase II requirements within the Town and City's jurisdictions. Two Intergovernmental Agreements were established: one between Richland County and the Town of Arcadia Lakes, the other between Richland County and the City of Forest Acres. These Agreements can be found in Appendix B.

1.2 Contacts List

Table 2: Permit Contacts

Name Title	Mailing Address	Contact Information
Sandra Yudice Assistant Richland County Administrator	Richland County PO Box 192 Columbia, SC 29202-0192	Phone: (803) 576-2050 Fax: (803) 576-2137 Email: yudice.sandra@richlandcountysc.gov
Ismail Ozbek, P.E. Richland County Public Works Director	Richland County Department of Public Works 400 Powell Road Columbia, SC 29203	Phone: (803) 576-2401 Fax: (803) 576-2499 Email: Ozbeki@rcgov.us
Synithia Williams Richland County Stormwater General Manager	Richland County Department of Public Works 400 Powell Road Columbia, SC 29203	Phone: (803) 576-2465 (Office) (803) 309-9190 (Mobile) Fax: (803) 576-2499 Email: williams.synithia@richlandcountysc.gov
Shaun Greenwood City of Forest Acres City Administrator	5209 North Trenholm Road Columbia, SC 29260-4801	Phone: (803) 782-9475 Email: sgreenwood@forestacres.net
Honorable Mark W. Huguley Town of Arcadia Lakes Mayor	6911-2 North Trenholm Road Columbia, SC 20206	Phone: (803) 782-2272 Email: townofarcadial@sc.rr.com

2.0 Stormwater Management Plan (SWMP)

2.1.1 Requirements of the NPDES MS4 General Permit

Richland County will implement this SWMP to provide the necessary controls and implementation schedules to effectively prohibit the discharge of non-stormwater into the MS4 and to reduce the discharge of pollutants from the MS4 to the MEP.

Maximum Extent Practicable (MEP)

MEP is defined in the permit as, “the technology-based discharge standard for Municipal Separate Storm Sewer Systems established by CWA Sec. 402(p)”. Section 402(p) does not provide a precise definition of MEP. The absence of a precise definition of MEP allows for flexibility on the part of the County as they further develop and implement their programs. The MEP standard does not necessarily involve the same criteria for each application as it relates to meeting permit requirements; it is intended to address projects or actions on an individual basis considering each of their specific circumstances and purpose. Under the EPA guidelines, practicable is defined as, “available and capable of being done after taking into consideration cost, existing technology and logistics in light of overall project purposes (40 CFR 230.10(a)(2)).”

For example, some factors specific to the County that must be considered when determining if MEP standards are being met include safety, economic development, environmental impacts, engineering aspects, financial viability, local land use plans, and consistency with planned growth and development plans.

In summary, aspects of the County's Storm Water Management Program may be evaluated on a case-specific basis against the MEP standard, and its implementation may vary widely based on the considerations/variables described above.

2.1.2 SWMP Development

The County will revise and update the written SWMP document and submit the SWMP to the SCDHEC Bureau of Water by January 2, 2017.

2.1.3 Contents of the SWMP

The County will continue the implementation of a comprehensive SWMP in compliance with NPDES Phase I and Phase II stormwater requirements, including pollution prevention measures, treatment or removal techniques, stormwater monitoring, use of legal authority, and other appropriate means to control the quality of stormwater discharged from the MS4. [II.A, pg 3]

2.1.4 Requirement to Develop Adequate Legal Authority

The County will ensure legal authority to control discharges to and from those portions the MS4 over which it has jurisdiction eighteen months from the effective date of this permit. This legal authority may be a combination of statute, ordinance, permit, contract or order with adequate existing legal authority to accomplish:

- *Control the contribution of pollutants to the MS4 by illicit discharges or improper disposal and identify stormwater discharges associated with industrial activity within the permitted areas, their compliance status with NPDES regulations, and the quality of stormwater discharged from sites of industrial activity;*
- *Prohibit illicit discharges to the MS4;*
- *Control the discharge of spills and the dumping or disposal of materials other than stormwater (e.g. industrial and commercial wastes, trash, used motor vehicle fluids, leaf litter, grass clippings, animal wastes, etc.) into the MS4;*
- *Control the contribution of pollutants from one portion of the MS4 to another;*
- *Require compliance with conditions in ordinances, permits, contracts or orders;*
- *Carry out, or require, all inspection, surveillance and monitoring procedures necessary to determine compliance with permit conditions; and,*
- *Provide incentives, or disincentives to encourage measures in the community that reduce non-point source pollution. [II.F, pg 43]*

A certification statement has been included in this SWMP that certifies that Richland County has taken the necessary steps to obtain and maintain full legal authority to implement and enforce each of the requirements contained in the NPDES Permit for Discharge to Surface Waters.

2.1.5 Enforcement Measures and Tracking

The County will implement an enforcement response plan (ERP) by July 1, 2017, and revise as necessary. *The ERP will set out the County's potential responses to violations and addresses repeat and continuing violations through progressively stricter responses as needed to achieve compliance. [II.I.1, pg 46]*

2.1.5.2 Enforcement Tracking

The County will track instances of non-compliance either in hard-copy files or electronically. [II.1.2, pg 46]

2.1.5.3 Recidivism Reduction

The County will summarize inspection results by consuetudinary violators and include incentives, disincentives, or an increased inspection frequency at the operator’s sites. [II.1.3, pg 46]

2.1.6 Annual Report Requirements

Richland County will prepare an annual report according to the schedule included in Part VI of the permit and will include the following sections:

- *Contacts List*
- *SWMP Evaluation*
- *Summary Table for SWMP Annual Activities*
- *Narrative Report to Discuss SWMP Elements*
- *Monitoring Section to Discuss Progress and Results of the Monitoring Programs*
- *Appendices [VI.A.3, pg 71]*

The County will participate in an annual review of the current SWMP in conjunction with preparation of the Annual Report. The County may modify the SWMP during the life of the permit in accordance with the procedures listed in Section II.H.2 of the permit. [II.H.2, pg 44]

Table 3: SWMP Requirements

SWMP REQUIREMENTS			
Develop and Implement SWMP	Not Started: <input type="checkbox"/> In Progress : <input checked="" type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: II.B		
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Revise and implement written SWMP document and submit the SWMP to SCDHEC Bureau of Water.	Complete by: April 1, 2017	Once	Stormwater Management
Develop Enforcement Response Plan (ERP)	Not Started: <input type="checkbox"/> In Progress : <input type="checkbox"/> Completed: <input checked="" type="checkbox"/>		
	Section: II.I		
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Implement an ERP.	Complete by: July 1, 2017	Once	Stormwater Management
Update Stormwater Management Plan	Not Started: <input type="checkbox"/> On-going : <input checked="" type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: 4.1.10		
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Review and revise the SWMP document to keep it up to date during the term of the permit.	Throughout the Permit Term	Annually	Stormwater Management

2.1.7 Stormwater Management Program Element Requirements

The County's SWMP will include the following information for each of the ten SWMP requirements:

- Best management practices (BMP) that the County or another entity will implement for each of the stormwater management program elements
- Goals for each of the BMP including, as appropriate, the months and years in which the County will undertake required actions, including interim action items and the frequency of the action
- Person, or persons, responsible for implementing or coordinating the BMP for the County's SWMP

2.2 SWMP Requirements

In compliance with the County's permit requirements; this SWMP includes a description of the ten SWMP requirements and details on the development and implementation of the plan to address these requirements.

Each element includes a Permit Requirements table, a BMP table, and an Annual Reporting table. A brief summary of the permit requirements is included in the Permit Requirements table. The details on each requirement are in the BMP table and include the proposed BMP, the responsible departments and staff to implement the BMP, and the implementation schedule and frequency for the BMP. These tables are followed by a table that summarizes what information needs to be recorded for Annual Reporting purposes.

A summary of the SWMP requirement schedule is included in Appendix A of this document.

2.2.1 Structural Controls and Stormwater Collection System Operation

2.2.1.1 Permit Requirements

In order to meet the requirements of the Structural Controls and Stormwater Collection System Operation, Richland County must continue the proper operation and maintenance of their structural stormwater controls to improve water quality. The County utilizes an Excel spreadsheet to track their stormwater activities, when applicable, and tracks structural control maintenance using the One Stop system. The County has continued to maintain a BMP list and all associated maintenance activities. Table 4 lists a summary of the permit requirements for this element.

Table 4: Structural Controls and Stormwater Collection System Operation Permit Requirements

II.B.1.a.i Maintain an internal record keeping system to track inspections and maintenance activities performed during the permit term.
II.B.1.a.ii Provide for maintenance logs and identify specific maintenance activities for each class of control.
II.B.1.a.iii Demonstrate how pollutants from private conveyances (including floatables) will be controlled.
II.B.1.a.iv. Implement and modify, when applicable, guidance on BMP's to ensure the effectiveness of the SWMP with respect to structural and non-structural controls.
II.B.1.a.v Provide an annual training and education program for appropriate employees involved in stormwater inspection, maintenance, pollution prevention and good housekeeping practices.
II.B.1.b Maintain and continue to develop an inventory of all structural control BMPs.
II.B.1.c Develop and implement and operation and maintenance program that includes a training component and has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.
II.B.1.d Maintain database records, inspection documentation, maintenance records, etc. and report on items in each annual report.

2.2.1.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the impact of system operation and maintenance on overall system function. Action Items for each permit requirement were selected for permit compliance and to improve water quality by effectively operating the County's stormwater structural controls and collection systems.

In order to meet the requirements of the Structural Controls and Stormwater Collection System Operation SWMP requirement, the County will implement the following BMPs seen in Table 5.

Table 5: Best Management Practices - Structural Controls and Stormwater Collection System Operation

STRUCTURAL CONTROLS AND STORMWATER COLLECTION SYSTEM OPERATION			
Develop and Revise Documents			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Update the assessment forms for stormwater management systems/structures including the following: <ul style="list-style-type: none"> • Pond Inspection Form, • Culvert/Dirt Road Inspection Form, • Ditch Maintenance Inspection Form, and • CCTV Pipe Inspection Form. 	Complete By: December 31, 2016	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> ON-GOING <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.i, pg 5</small>			
Develop system maintenance logs including activities for each class of control.	Complete By: July 1, 2018	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.a.ii, pg 4</small>			
Update the Pond, Dirt Road, and One-Stop Program documents (Standard Operating Procedures-SOPs) and create, as necessary: <ul style="list-style-type: none"> • Procedures to track inspections and maintenance activities. • Procedures on how the County will control pollutants from private conveyances (including floatables). • Procedures with items identified in Section II.B.2.k.i-vi. 	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.a.i, pg 4, II.B.1.b, pg 5, II.B.1.a.iii, pg 5, and II.B.2.k.i-vi, pg 14</small>			
Continue to utilize the SCDHEC BMP manual and the Richland County Design Standards.	Complete By: December 31, 2016	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.a.iv, pg 5</small>			
Develop pollution prevention measures to apply to municipal O&M activities.	Complete By: January 1, 2018	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.ii, pg 5</small>			
Update contract to require contractors to comply with all of the MS4 stormwater control measures, good housekeeping practices, and facility-specific stormwater management procedures.	Complete By: February 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.v, pg 6</small>			
Annual Training			
Provide an annual training and education program for employees involved in stormwater inspection, maintenance, pollution prevention, and good housekeeping practices.	Begin within First Year from Effective Date	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.1.a.v, pg 5, II.B.1.c.iv, pg 6, and II.B.5.a.iv, pg 18</small>			

Inventory			
Develop and maintain an inventory of all structural control BMPs.	Throughout Permit Term	As Needed/ Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.1.b, pg 5</small>			
Assessment and Prioritization of Stormwater Systems			
Assess owned and/or operated stormwater management systems/structures using the assessment forms (see Develop and Revise Documents section above).	Complete By: April 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> ON-GOING <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.i, pg 5</small>			
Prioritize owned and/or operated stormwater management systems/structures based on the results of the assessment.	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.i, pg 5</small>			
Maintenance of Stormwater Controls			
Develop and implement a schedule for maintenance activities at owned and/or operated stormwater management systems/structures.	Start Date: July 1, 2018	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.i, pg 5</small>			
Inspect and maintain County-owned, operated and/or maintained structural stormwater controls and green infrastructure (GI) practices.	Throughout Permit Term	As Necessary	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.iii, pg 5</small>			
Require inspection and maintenance of HOA ponds. *Remaining structural controls is defined by the County as HOA ponds. These are the only items left after inspecting and maintaining all MS4 and commercially owned structural controls, stormwater collection system, and post-construction BMPs.	Throughout Permit Term	As Necessary on a 25% per year Basis	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.k.v, pg 15</small>			
Contractor Oversight			
Provide oversight of contractor activities and ensure that contractors are using appropriate control measures and procedures. (See Maintenance of Stormwater Controls Section above). Ensure stormwater is considered in Penny Tax projects. Continue to hold pre-construction conference before all projects to go over stormwater controls.	Throughout Permit Term	As Necessary	Stormwater Management/ Penny Tax Department/ New Development Division
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.1.c.v, pg 6</small>			

In order to meet the requirements of the Structural Controls and Stormwater Collection System Operation SWMP requirement, the County will record the following items, seen in Table 6, during the permit term to report them in the appropriate annual report(s).

Table 6: Annual Reporting - Structural Controls and Stormwater Collection System Operation

STRUCTURAL CONTROLS AND STORMWATER COLLECTION SYSTEM OPERATION		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report on the number of items added to the drainage system inventory in the reporting year.	Every Annual Report	II.B.1.d.i, pg 6, II.B.1.d.iv, pg 7
Report on the number of inspection activities performed and scheduled in the reporting year.	Every Annual Report	II.B.1.d.i.a, pg 6, II.B.1.d.iii, pg 7, VI.A.3.c.vi.a, pg 71
Report on the number of maintenance activities performed and scheduled in the reporting year.	Every Annual Report	II.B.1.d.i.b, pg 6, II.B.1.d.iii, pg 7, VI.A.3.c.vi.a, pg 71
Report any QA/QC completed and any field studies conducted for data accuracy during the reported year.	Every Annual Report	II.B.1.d.i.c, pg 6
Report on the maintenance inspection schedule for the next year.	Every Annual Report	II.B.1.d.iii, pg 7
Identify the location of existing major stormwater structural controls, assess the need for additional ones, submit the maintenance log along with the maintenance report, and evaluate the results.	Every Annual Report	II.B.1.d.v, pg 7
Report the number of contractual agreements obtained during the reporting year from others performing installation and maintenance of structural controls.	Every Annual Report	II.B.1.d.vi, pg 7
Assess the accomplishments of the inspection and maintenance program in maintaining the proper operation of the structural controls in an annual evaluation. Pollutant reduction loads are expected. Summarize any modification of the inspection or maintenance activities.	Every Annual Report	II.B.1.d.vii, pg 7
Report the date(s) the annual employee training was held.	Every Annual Report	II.B.1.c.iv, pg 6
Report the number of attendees or attach the personnel sign in sheet from the training(s).	Every Annual Report	II.B.1.c.iv, pg 6

2.2.2 Areas of New Development and Redevelopment

2.2.2.1 Permit Requirements

In order to meet the requirements of the Areas of New Development and Redevelopment, Richland County has developed a comprehensive master plan. The goal of this element is to reduce the discharge of pollutants in stormwater runoff resulting from areas of new development and redevelopment to pre-development levels, to the MEP and to protect water quality.

Table 7: Areas of New Development and Redevelopment Permit Requirements

II.B.2 Implement planning procedures including a comprehensive master plan to develop, implement, and enforce controls to reduce the discharge of pollutants from the MS4 that receive discharges from areas of new development and significant redevelopment after construction is complete.
II.B.2.a Continue to implement existing regulatory mechanisms and revise or modify, as necessary, to ensure that the discharge of pollutants in stormwater runoff resulting from areas of new development and redevelopment is reduced to pre-development levels to the MEP and to protect water quality.
II.B.2.b Establish all requirements necessary to ensure that improvement, or at least, maintenance of the existing quality of water bodies or watersheds will be attained through the use of post-construction stormwater management controls to the MEP.
II.B.2.c Include water quality standards for developers, design engineers, and permittees in the comprehensive master planning process.
II.B.2.d For areas of new development, there shall be no increase in the discharge of pollutants with respect to pre-development levels to the “effective prohibition” and “MEP” standards.
II.B.2.e For areas of significant redevelopment, develop incentives for water quality improvements and provide to the MEP when upgrading components of the MS4 or, when replacing deteriorating components of the MS4 to meet appropriate water quality criteria.
II.B.2.f Describe policy or policy evaluation(s) within the comprehensive master planning process, which incorporates stormwater quality considerations into land use planning, development and redevelopment activities.
II.B.2.g After conducting careful evaluations of water quality monitoring data required in Part V of the Permit along with inspection and maintenance results, include resulting water quality improvements obtained in sensitive waters in pertinent Annual Reports.
II.B.2.h Utilize water quality monitoring results to incorporate water quality considerations into site planning and development activities to achieve water quality improvements to the MEP and to protect water quality.
II.B.2.i.i The County will be responsible for continuing to develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan (LCP) of development or sale that discharge into the MS4. The program must ensure that controls that would prevent or minimize water quality impacts are in place.
II.B.2.i.ii Continue developing and implementing strategies which include a combination of structural and/or non-structural BMPs appropriate for the community.
II.B.2.i.iii Enforce and revise, as necessary, ordinances or other regulatory mechanisms to address post construction runoff from new development and redevelopment projects to the extent allowable under State or local law.
II.B.2.i.iv Continue to ensure adequate long-term operation and maintenance of BMP.
II.B.2.i.v Evaluate and modify, as necessary, the post-construction element. Individual BMP, measurable goals, and responsible persons for the program must be described and include the information listed in Section II.B.2.i.v.a-g.

<p>II.B.2.j Develop, implement, and enforce a program to address stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a LCP of development or sale that discharge into the County’s MS4. This program will include developing site performance standards, updating site plan review, ensuring long-term maintenance of post-construction stormwater controls, tracking post-construction stormwater controls, performing inspections, and taking the necessary enforcement actions.</p>
<p>II.B.2.k Develop written Standard Operating Procedures (SOPs) for the structural controls and stormwater collection system operation and the areas of new development and redevelopment. Include the components listed in Section II.B.2.k.i-vi of the Permit.</p>

2.2.2.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the plan review and site inspection process and implementation of post-construction BMPs. Action Items for each permit requirement were selected for permit compliance and to improve water quality by effectively reviewing and permitting areas of new development and redevelopment.

In order to meet the requirements of the Areas of New Development and Redevelopment SWMP requirement, the County will implement the following BMPs seen in Table 8.

No later than 24 months from the effective date of this permit, the County will implement planning procedures including a comprehensive master plan to develop implement and enforce controls to reduce the discharge of pollutants from the MS4 that receive discharges from areas of new development and significant redevelopment after construction is completed.

The comprehensive planning process involves public participation and, where necessary, intergovernmental coordination to reduce the discharge of pollutants to the MEP using management practices, control techniques and system, design and engineering methods and such other provisions that are appropriate.

Table 8: Best Management Practices - Areas of New Development and Redevelopment

AREAS OF NEW DEVELOPMENT AND REDEVELOPMENT			
Develop and Revise Documents, Procedures, and Programs			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
<p>Continue enforcing the current County zoning and landuse requirements and implement the “Road Map” actions related to stormwater quality per the road map prioritization schedule. Continue to enforce development standards to reduce the discharge of pollutants from areas of new development and significant redevelopment after construction is completed.</p>	<p>Complete By: July 1, 2018</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.2, pg 7</p>			
<p><i>Space intentionally left blank.</i></p>			

<p>Update County Design Standards and "Road Map" to include:</p> <ul style="list-style-type: none"> • Post-construction stormwater management BMPs. 	<p>Complete By: July 1, 2018 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<ul style="list-style-type: none"> • Consistency with the rules and regulations listed in Section II.B.2.b of the permit. 	<p>Complete By: July 1, 2018 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<ul style="list-style-type: none"> • Water quality standards. Identify, at a minimum, the seven components in Section II.B.2.c of the Permit. 	<p>Complete By: July 1, 2017 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<ul style="list-style-type: none"> • Items listed in Section II.B.2.d of the Permit. For areas of new development, there shall be no increase in the discharge of pollutants with respect to pre-development levels to the "effective prohibition" and "MEP" standards. *Refer to Appendix D for clarification of MEP for this element. 	<p>Complete By: July 1, 2018 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<ul style="list-style-type: none"> • Incentives for water quality improvements for areas of significant redevelopment. Specific examples are stated in Section II.B.2.e of the permit. 	<p>Complete By: July 1, 2018 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<ul style="list-style-type: none"> • Compliance with the General Construction Permit. 	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<ul style="list-style-type: none"> • Stormwater control measures that approximate pre-development conditions to the MEP and protect water quality. *See details listed for new development standards and incentives for redeveloped sites in Section II.B.2.j.i of the Permit. 	<p>Complete By: July 1, 2018 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p style="text-align: center;"> <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: II.B.2.b, pg 8, II.B.2.c, pg 8, II.B.2.d, pg 9, II.B.2.e, pg 10, II.B.2.i.i, pg 10, II.B.2.j.i, pg 12 </p>			
<p><i>Space intentionally left blank.</i></p>			

<p>Create an Area of New Development and Redevelopment Program document (SOPs) and update Design Standard Procedures to include:</p> <ul style="list-style-type: none"> • Verification, inspection, tracking and enforcement of development permits. • Ensure the long-term maintenance of structural stormwater control measures. Ensure that structural stormwater control measures installed and implemented to meet the Site performance Standards are maintained in perpetuity. • Post-construction inspections per Section II.B.2.j.v.a. *Ensure that the New Development Division gets copies of the NOTs to the Stormwater Division so that post-construction inspections are conducted within the appropriate time frame. • Project review, approval, and enforcement to ensure that all applicable new development and redeveloped sites conform to the performance standards required in Section II.B.2.j.i of the Permit. *See details listed in Section II.B.2.j.ii. • Components found in Section II.B.2.k which include: <ul style="list-style-type: none"> ○ Inventory of structural controls and post-construction BMPs ○ Maintenance agreements that include overgrown vegetation, sediment accumulation, trash and debris removal, erosion control, PHF management, and maintenance required by specific BMPs ○ Post-construction maintenance responsibilities ○ Annual inspections and maintenance of structural controls ○ Annual structural control inspection reports <p>* Ensure that Support Services, Fleet, Roads and Drainage are provided the SOP and appropriate activity sheets for all activities to record activities performed.</p> • Define remaining controls in this SOP as ponds owned by Homeowner Associations (HOAs). These shall be inspected and maintained, if necessary, on a 25% per year basis. <p>The New Development Division has different checklists that address these procedures.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.2.c.v, pg 9, II.B.2.j.iii, pg 13, II.B.2.j.v.a, pg 14, II.B.2.j.ii, pg 13, and II.B.2.k, pg 14</p> 	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Utilize monitoring data to incorporate water quality considerations into site planning and development activities.</p> <p>*These procedures, setting specific performance standards for structural and non-structural controls will be incorporated into the following permit re-issuance.</p>	<p>Complete By: January 1, 2021</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

<input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.h, pg 10</small>			
Continue developing and implementing strategies which include a combination of structural and/or non-structural BMPs appropriate for the community. *See the "Road Map" for structural and non-structural strategies.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.ii, pg 10 and II.B.2.j, pg 12</small>			
Evaluate and modify, as necessary, the post-construction program. Include the information listed in Section II.B.2.i.v of the Permit.	Complete By: July 1, 2017	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.i.v.a, pg 11</small>			
Develop/edit the necessary forms to ensure the long-term maintenance of structural stormwater control measures including: <ul style="list-style-type: none"> • Inspection Checklist • Maintenance Schedule • Maintenance Agreement 	Complete By: July 1, 2018	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.2.j.iii, pg 13</small>			
Regulatory Mechanism			
Continue to implement and revise/modify, as necessary, the regulatory mechanisms to ensure that the discharge of pollutants in stormwater runoff resulting from areas of new development and redevelopment is reduced to pre-development levels to the MEP.	Throughout Permit Term Beginning in Year 1	Throughout Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.a, pg 7</small>			
Enforce and revise, as necessary, ordinances or other regulatory mechanisms to address post construction runoff from new development and redevelopment projects to the extent allowable under State or local law.	Throughout Permit Term Beginning in Year 1	Throughout Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.i.iii, pg 11 and II.B.2.j, pg 12</small>			
BMP Maintenance			
Continue to ensure adequate long-term operation and maintenance of BMPs and review/modify the schedule as necessary. Ensure proper BMP maintenance agreements are signed and transferred from developer to property owner as the development standards are revised.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.2.i.iv, pg 11 and II.B.2.j, pg 12</small>			
<i>Space intentionally left blank.</i>			

Inventory			
Maintain an inventory of all post-construction structural stormwater control measures installed and implemented at new development and redeveloped sites, including both public and private sector sites located within the permit area. The inventory will include all BMPs constructed since the effective date of this permit, at a minimum.	Complete By: July 1, 2018	Throughout Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.2.j.iv, pg 14			
Inspection and Enforcement			
Perform post-construction inspections no later than 30 days of completion of construction of any project required to meet the site performance standards.	Start By: July 1, 2018	Throughout Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.2.j.v.a, pg 14			
Conduct inspections of each project site addressed under established Site Performance Standards, Section II.B.2.j.i at least one time during the permit term. *A description of inspection procedures must be included in the SWMP document by the second annual report.	Complete By: January 1, 2021	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: II.B.2.j.v.b, pg 14			
Document inspection findings in an inspection report and maintain records of inspection findings and enforcement actions.	Start By: July 1, 2018	Throughout Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.2.j.v.c, pg 14			

In order to meet the requirements of the Areas of New Development and Redevelopment SWMP requirement, the County will record the following items, seen in Table 9, during the permit term to report them in the appropriate annual report(s).

Table 9: Annual Reporting - Areas of New Development and Redevelopment

AREAS OF NEW DEVELOPMENT AND REDEVELOPMENT		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report on how impervious surfaces have been minimized.	Annually starting in Second Annual Report	II.B.2.d.i, pg 9
Report on how the BMP with the best pollutant removal performance has been selected for post-construction stormwater management.	Annually starting in Second Annual Report	II.B.2.d.ii, pg 9
Report on how forested stream buffers and wetlands have been protected.	Annually starting in Second Annual Report	II.B.2.d.iii, pg 9
Report on how drainage "hot spots" have been effectively addressed.	Annually starting in Second Annual Report	II.B.2.d.iv, pg 9
Report on the implementation and incentives for water quality improvements for areas of significant redevelopment.	Second Annual Report	II.B.2.e, pg 10
Describe policy or policy evaluation(s) within the comprehensive master planning process in Section II.B.2.c, which incorporates stormwater quality considerations into land use planning, development, and redevelopment activities. Include site performance standards required in Section II.B.2.j of the permit.	Second Annual Report	II.B.2.f, pg 10, and II.B.2.j, pg 12
Report on water quality improvements obtained in sensitive waters in pertinent annual reports based on the evaluations of water quality monitoring data collected as required in Part V of the Permit along with inspection and maintenance results, sections II.B.2.i.iv, v(f) & (g) and j.iii-v.	Pertinent Annual Reports	II.B.2.g, pg 10
Incorporate water quality considerations, based on II.B.2.g, into site planning and development activities to achieve water quality improvements to the MEP and to protect water quality.	Fourth Annual Report	II.B.2.h, pg 10
Include a narrative describing the existing program to address stormwater runoff from new development and redevelopment projects, including any specific priority areas for this program, and modifications completed during the reporting period.	Every Annual Report	II.B.2.i.v.a, pg 11
Include a narrative with a detailed explanation of how the program is specifically tailored for the local community to minimize water quality impacts and maintain pre-development runoff conditions.	Every Annual Report	II.B.2.i.v.b, pg 11
Include a narrative with a list of non-structural BMPs in the program including: policies, ordinances, incentives, educational programs, and other measures that have been put in to place to minimize the percentage of impervious area after development.	Every Annual Report	II.B.2.i.v.c, pg 11
Include a narrative that describes the structural BMPs in the program including, storage practices, filtration practices, and infiltration practices.	Every Annual Report	II.B.2.i.v.d, pg 11
Include a narrative describing what ordinances or regulatory mechanisms are to be used in addressing post-construction runoff from new development and redevelopment and why the mechanism was chosen. Include a copy of the relevant sections.	Every Annual Report	II.B.2.i.v.e, pg 12
Include a narrative that includes reasonable assurance that long-term operation and maintenance of the selected BMP will take place.	Every Annual Report	II.B.2.i.v.f, pg 12
Include a narrative with the process to evaluate the success of the program.	Every Annual Report	II.B.2.i.v.g, pg 12
Include a description of inspection procedures for Site Performance Standards inspections included in SWMP.	Second Annual Report	II.B.2.j.v, pg 14
Report on water quality improvements achieved due to the verification tracking and enforcement of stormwater policies.	Every Annual Report	VI.A.3.c.vi.b, pg 71
Report on standards and development planning procedures including inspections and maintenance.	Every Annual Report	VI.A.3.c.vi.b, pg 71

2.2.3 Existing Roadways

2.2.3.1 Permit Requirements

In order to meet the requirements of the Existing Roadways, Richland County has continued to operate public streets, roads, and highways in a manner to reduce the discharge of pollutants through implementing SOPs, policies, and other regulatory requirements.

Table 10 shows the general permit requirements for the Existing Roadways element.

Table 10: Existing Roadways Permit Requirements

II.B.3 Continue to operate a road maintenance program to reduce the discharge of pollutants to the MEP.
II.B.3.a Maintain and modify policies, procedures, or regulatory requirements for the use of structural and nonstructural controls. Revise maintenance activities as appropriate to minimize the amount of pollutants that are captured in the stormwater runoff from roadways.
II.B.3.a Regularly inspect and maintain catch basins, roadside ditches, etc. and properly dispose of accumulated sediments.
II.B.3.b MS4 crews and hired contractors shall address stormwater quality issues when performing construction activities within permittees’ right-of-way.
II.B.3.b Implement an SOP that addresses the items listed in Section II.B.3.b.i-vii.
II.B.3.c Spill prevention, material management practices, and good housekeeping shall be considered when issuing encroachment permits.
II.B.3.d Encourage program(s) where volunteers are periodically called upon to pick up litter and trash along roadways through the MS4.
II.B.3.e Maintain records on the Existing Roadway element and report on updates and improvements in the appropriate annual reports.

2.2.3.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of road construction, maintenance, and permitting as seen in the Action Items listed in Table 11 below. Action Items for each permit requirement were selected for permit compliance and to improve water quality by managing road operations, construction and maintenance activities.

Public streets, roads and highways, including but not limited to unpaved roads, owned, operated, or under the responsibility of the permittee, shall be operated and maintained in a manner to reduce the discharge of pollutants, including those pollutants related to deicing or sanding activities.

The County shall continue to operate a road maintenance program to reduce the discharge of pollutants to the MEP. The following conditions apply:

- *Water turnouts, drainage systems designed to reduce the volume and velocity of ditch flow, shall be constructed in conjunction with the roadside drainage ditches in accordance with accepted roadway drainage practices*
- *Existing turnouts must direct diverted flow onto vegetated areas where it can be adequately dispersed. The turnouts shall not direct diverted flow or road runoff into waters of the State to the MEP.*

NOTE: Per the SCDHEC Richland County MS4 Permit Modification Request Response letter, these items are to be considered only where they are in accordance with “accepted roadway drainage practices” and only to the MEP. Refer to Appendix D for clarification of MEP for this element.

In order to meet the requirements of the Existing Roadway SWMP requirement, the County will implement the following BMPs seen in Table 11. These practices shall be implemented and modified during the permit term, as necessary.

Table 11: Best Management Practices - Existing Roadways

EXISTING ROADWAYS			
Develop and Revise Documents and Programs			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Maintain and modify policies, procedures, or regulatory requirements for the use of structural and nonstructural controls. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.3.a, pg 15</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Revise maintenance activities as appropriate to minimize the amount of pollutants that are captured in the stormwater runoff from roadways. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.3.a, pg 15</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Update the Existing Roadways Program (SOPs) document to include: <ul style="list-style-type: none"> Procedures that address the specific items stated in Section II.B.2.b.i-vii of the Permit. Deicing Procedures for reducing the impact on receiving waters of pollutants discharged as a result of deicing activities. *Refer to Appendix D for clarification of MEP for this element. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.3.b, pg 16 and II.B.3.a, pg 16</small>	Complete By: July 1, 2018	Once During Permit Term	Stormwater Management
Verify that the encroachment permit considers spill prevention, material management practices, and good housekeeping. Revise as necessary. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.3.c, pg 16</small>	Complete By: July 1, 2018	Once During Permit Term	Stormwater Management
Inspect and Maintain			
Inspect and maintain structures per County schedule. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.3.a, pg 15</small>	Throughout Permit Term	Throughout Permit Term	Stormwater Management
Perform routine inspections of each maintenance facility to ensure that BMPs are operational and to determine changes that are necessary to improve runoff quality. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.3.b.vii, pg 16</small>	Throughout Permit Term	Throughout Permit Term	Stormwater Management

Public Involvement			
Encourage program(s) where volunteers are periodically called upon to pick up litter and trash along roadways.	Throughout Permit Term	Throughout Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.3.d, pg 16</small>			

In order to meet the requirements of the Existing Roadways SWMP requirement, the County will record the following items, seen in Table 12, during the permit term to report them in the appropriate annual report(s).

Table 12: Annual Reporting - Existing Roadways

EXISTING ROADWAYS		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report any updates on the Existing Roadway SWMP element.	Every Annual Report	II.B.3.e, pg 16
Report on the fully implemented Existing Roadways element.	Second Annual Report	II.B.3.e.i, pg 17
Report on all improvements to the Existing Roadways element of the SWMP.	Fourth Annual Report	II.B.3.e.ii, pg 17
Report the number of street sweeping miles/Street sweeping schedule.	Every Annual Report	VI.A.3.c.vi.c, pg 72
Report the number of litter control activities.	Every Annual Report	VI.A.3.c.vi.c, pg 72
Report the number of maintenance activities on stormwater structure and roadside ditches.	Every Annual Report	VI.A.3.c.vi.c, pg 72

2.2.4 Flood Control Projects

2.2.4.1 Permit Requirements

In order to meet the requirements of the Flood Control Projects, Richland County has procedures in place and are ready to implement them when there is a proposed flood control project.

NOTE: For the purposes of this SWMP, detention facilities designed and constructed to control storm events of greater frequency than the 100- year (e.g., 2-yr and 10-yr storm events) are considered under the structural control element. Only those projects designed and constructed to manage storm events with a recurrence frequency of 100 years or less frequent storm events are considered under the flood control structures element.

Table 13: Flood Control Projects Permit Requirements

II.B.4.a Utilize policies, procedures, or regulatory requirements in evaluating flood control projects. Assess and revise the regulatory mechanism as needed.
II.B.4.b Assess the water quality impacts on receiving water for flood management projects identified in the watershed planning process.
II.B.4.c New flood control projects shall adhere to the standards set forth in: <ul style="list-style-type: none"> i. SC Water Classifications and Standards (SC Regulation 61-68) ii. SC Classified Waters (SC Regulation 61-69) Sections 48-1-10, et seq of the 1976 Code iii. Storm Water Management and Sediment Reduction Act (SC Regulation 72-300) Chapter 14, Title 48, 1976 SC Code as amended, or similarly applicable statute or county ordinance iv. Clean Water Act requirements in sections 401 and 404, whenever and wherever applicable v. The “effective prohibition” and “MEP” standards from Section 402(p)(3)(B) of the Clean Water Act by incorporating water quality considerations into the criteria for flood control design.
II.B.4.d Assess pollution discharge procedures, processes, and methods to control the discharge of pollutants from Flood Control Projects into water bodies and publicly owned lakes. Include this assessment in the first annual report.

2.2.4.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the Action Items included in Table 14 below. Action Items for each permit requirement were selected for permit compliance and to improve water quality by evaluation of potential impacts on water quality by proposed flood control structures.

In order to meet the requirements of the Flood Control Projects SWMP requirement, the County will implement the following BMPs seen in Table 14.

Richland County shall assess flood control projects for water quality. This assessment shall include the evaluation and modification of the activities listed in Table 14 to ensure that flood control projects reduce the potential for the discharge of pollutants to the MEP.

Table 14: Best Management Practices - Flood Control Projects

FLOOD CONTROL PROJECTS			
Develop and Revise Documents and Programs			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Review the policies, procedures, or regulatory requirements that are utilized when evaluating flood control projects. If found to be deficient in providing water quality protection, to the MEP, revise as needed.	Complete By: April 1, 2017	As Needed	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> ON-GOING <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.4.a, pg 17</small>			
Create a Flood Control Program document (SOPs) that includes: <ul style="list-style-type: none"> Procedures for the permitting process to include an assessment of water quality impacts on receiving water for flood management projects identified in the watershed planning process. Procedures for the permitting process for flood control projects to include the standards set forth in the documents listed in Section II.B.4.c of the Permit. These procedures are addressed in the request for proposal (RFP), Land Development Manual, and also during kickoff and status meetings.	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.4.b, pg 17 and II.B.4.c, pg 17</small>			
Assess pollution discharge procedures, processes, and methods to control the discharge of pollutants from Flood Control Projects into water bodies and publicly owned lakes. <p>This is addressed in the RFP, Land Development Manual, and also during kickoff and status meetings.</p>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.4.d, pg 17</small>			

In order to meet the requirements of the Flood Control Projects SWMP requirement, the County will record the following items, seen in Table 15, during the permit term to report them in the appropriate annual report(s).

Table 15: Annual Reporting - Flood Control Projects

FLOOD CONTROL PROJECTS		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Include any updates to the Flood Control program.	Every Annual Report	II.B.4.a, pg 17
Report on the number of flood control projects permitted in the reporting year.	Every Annual Report	II.B.4.b, pg 17
Assess pollution discharge procedures, processes, and methods to control the discharge of pollutants from Flood Control Projects into water bodies and publicly owned lakes.	First Annual Report	II.B.4.d, pg 17

Assess the water quality benefits of flood control projects.	Every Annual Report	VI.A.3.c.vi.d, pg 72
Describe stormwater treatment projects that have been completed, including a description of drainage basin water quality improvements.	Every Annual Report	VI.A.3.c.vi.d, pg 72

2.2.5 Municipal Facilities

2.2.5.1 Permit Requirements

In order to meet the requirements of the Municipal Facilities, Richland County has continued to implement a pollution prevention and good housekeeping program that involves regular inspections, maintenance, and training, with the ultimate goal of preventing or reducing pollutant runoff from municipal operations.

Table 16: Municipal Facilities Permit Requirements

II.B.5.a.i Continue to implement an operation and maintenance program that includes a training component.
II.B.5.a.i.a Continue to update and maintain an inventory of municipally-owned facilities and of stormwater controls that are not covered under a separate general or individual NPDES permit.
II.B.5.a.i.b Develop a list of industrial facilities owned or operated by the County that are subject to the SCDEHC NPDES General Permit for Stormwater Discharges Associated with Industrial Activity (SCR000000) or individual NPDES permits for discharges of stormwater associated with industrial activity that ultimately discharge to the County MS4 area.
II.B.5.a.i.c Maintain the list of municipally owned, or operated, facilities and stormwater controls. These shall be made available for SCDHEC for review.
II.B.5.a.ii.a Assess all municipally-owned or operated facilities identified.
II.B.5.a.ii.b Based on the assessment, identify the “high priority” facilities.
II.B.5.a.ii.c Document the results of the assessment and maintain copies of all site evaluation checklists used to conduct the comprehensive assessment. Include documentation of assessment and any identified deficiencies and corrective actions taken.
II.B.5.a.iii Complete a comprehensive inspection of “high priority” facilities and non-high priority facilities according to the frequency listed in the Permit in Section II.B.5.a.iii.
II.B.5.a.iv Develop an annual employee training program for appropriate employees involved in implementing pollution prevention and good housekeeping practices.
II.B.5.b Continue to implement a program to identify measures to monitor and reduce pollutants in stormwater discharges from facilities that handle municipal waste.
II.B.5.c The Pollution Prevention/Good Housekeeping for municipal waste treatment, storage, or disposal operations program will contain procedures to identify evaluate, inspect, and monitor sites. All landfills will be identified.

2.2.5.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the Action Items for each BMP included in Table 17 below. Action Items for each permit requirement were selected for permit compliance and to improve water quality through inspection and monitoring of municipal facilities good housekeeping procedures, employee training, and identification of high priority facilities.

In order to meet the requirements of the Municipal Facilities SWMP requirement, the County will implement the following BMPs seen in Table 17.

The County must continue to implement a pollution prevention/good housekeeping program for municipal operations. Medium MS4 are required to identify priorities and procedures for inspecting and implementing controls for stormwater discharges from landfills and from hazardous waste treatment, storage and disposal facilities. The operation and maintenance program shall include a training component that has the ultimate goal of preventing or reducing pollutant runoff from municipal operations. This element must include employee training to prevent and reduce stormwater pollution from activities such as park and open space maintenance, fleet and building maintenance and MS4 maintenance.

Table 17: Best Management Practices - Municipal Facilities

MUNICIPAL FACILITIES			
Develop and Revise Documents and Procedures			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Review and update the site evaluation checklist to conduct municipal facility assessments. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.ii.a, pg 18</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Review and update the Municipal Facilities documents, including SWP3s, SPCCs, and other related documents (SOPs) to be sure they include: <ul style="list-style-type: none"> • Procedures to identify, evaluate, inspect, and monitor municipal waste treatment, storage, or disposal operations under the Pollution Prevention/Good Housekeeping provision. • Procedures for inspections and implementation of control measures. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.c, pg 20 and II.B.5.c, pg 20</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Inventory			
Update and maintain an inventory of municipally-owned facilities and of stormwater controls that are not covered under a separate general or individual NPDES permit. Maintain this list and have available for review by SCDHEC. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.a.i.a and II.B.5.a.i.c, pg 18</small>	Throughout Permit Term Beginning in Year 1	As Needed	Stormwater Management
Develop a list of industrial facilities owned or operated by the County and are subject to SCDHEC NPDES General Permit for Stormwater Discharges Associated with Industrial Activity (SCR000000) or individual NPDES permits for discharges of stormwater associated with industrial activity that ultimately discharge to the MS4. This list will include the SCDHEC permit number or a copy of the Industrial NOI form for each facility.	Complete By: July 1, 2017	As Needed	Stormwater Management

<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.a.i.b, pg 18</small>			
Identify and locate all landfills, TSD facilities, solid waste transfer stations, fleet maintenance & storage yards, publicly owned treatment works (POTW), and sludge application and/or disposal sites.	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.c, pg 20</small>			
Assessment and Prioritization			
Assess all municipally-owned or operated facilities identified in II.B.5.a.i(a). Assessment must be included in the permit reapplication.	Complete By: June 1, 2018	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.a.ii.a, pg 18</small>			
Based on assessment, create a "high priority" facilities list based on those that have high potential to generate stormwater pollutants.	Complete By: July 1, 2018	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.5.ii.b, pg 18</small>			
Document the results of the permittee's initial assessment and any identified deficiencies and corrective actions taken.	Complete By: June 1, 2018	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.5.ii.c, pg 18</small>			
On-going Inspections			
Perform an annual comprehensive inspection of "high priority" facilities. Document and maintain inspection results. Include any identified deficiencies and the corrective actions taken to fix them.	Start Date: July 1, 2018	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.5.iii, pg 19</small>			
Perform a comprehensive inspection of non-high priority facilities. Document and maintain inspection results. Include any identified deficiencies and the corrective actions taken to fix them.	Complete By: January 1, 2021	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED <small>SECTION: II.B.5.iii, pg 19</small>			
Annual Training			
Provide an annual training and education program for employees involved in storm water inspection, maintenance, pollution prevention and good housekeeping practices.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.5.a.i, pg 18, II.B.5.a.iv, pg 19</small>			

In order to meet the requirements of the Municipal Facilities SWMP requirement, the County will record the following items, seen in Table 18, during the permit term to report them in the appropriate annual report(s).

Table 18: Annual Reporting - Municipal Facilities

MUNICIPAL FACILITIES		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report on all facility inspections, both high and non-high priority facilities	Fourth Annual Report	II.B.5.a.iii, pg 18
Report on the implementation of the municipal facilities program to identify measures to monitor and reduce pollutants in stormwater discharges from facilities that handle municipal waste.	Every Annual Report	II.B.5.b, pg 18
Report on continuing implementation of the SWP3 for all appropriate facilities.	Every Annual Report	II.B.5.b.i, pg 20
Report on continuing training of the appropriate personnel on SWP3 maintenance, BMP effective implementation, monthly inspection and ongoing record keeping.	Every Annual Report	II.B.5.b.ii, pg 20
Report the number of inspections completed in reporting year.	Every Annual Report	VI.A.3.c.vi.e, pg 72
Report the number of monitored facilities.	Every Annual Report	VI.A.3.c.vi.e, pg 72
Report the number of implemented control measures	Every Annual Report	VI.A.3.c.vi.e, pg 72
Report the date(s) the annual employee training was held.	Every Annual Report	II.B.5.a.i, pg 18 II.B.5.a.iv, pg 19
Report the number of attendees or attach the personnel sign in sheet from the training(s).	Every Annual Report	II.B.5.a.i, pg 18 II.B.5.a.iv, pg 19

2.2.6 Application of Pesticide, Herbicide, and Fertilizers (PHF)

2.2.6.1 Permit Requirements

In order to meet the requirements of the Application of Pesticide, Herbicide, and Fertilizers (PHF), Richland County has implemented a program to reduce, to the MEP, pollutants in discharges from the County associated with the application of PHFs. This includes educational activities, permits, certifications, and other guidance related to using, storing, and disposing of PHFs.

Table 19: Application of Pesticide, Herbicide, and Fertilizers (PHF) Permit Requirements

II.B.6.a.i Maintain an inventory of on-hand PHFs with information about the formulations of various products.
II.B.6.a.ii Create a decision protocol to determine when mowing or herbicides should be used. This will include application methods and estimated quantities to be used.
II.B.6.a.iii Create BMPs related to equipment use and maintenance for PHF activities.
II.B.6.a.iv Develop provisions for items listed in II.B.6.a.iv of the Permit.
II.B.6.a.v Offer training in safe use, storage, and disposal of PHFs.
II.B.6.a.vi Develop inspection and monitoring procedures.
II.B.6.a.vii Create procedures for record keeping and public notice.
II.B.6.b Create BMPs to achieve the effective prohibition of the discharge of pollutants related to application and distribution of PHFs. This includes identifying areas known to receive high applications of PHF, requiring proper certification and licensing for applicators, and identifying and tracking all PHF sample points.
II.B.6.c Implement a program that establishes procedures that minimize the use of PHFs, ensure proper application, storage, and mixing of products, control PHF application, and are in compliance with SCDHEC.
II.B.6.d Implement requirements for contractor oversight of PHF applicators.
II.B.6.e Report on the PHF element in each annual report.

2.2.6.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the Action Items for each BMP included in Table 20 below. Action Items for each permit requirement were selected for permit compliance and to improve water quality through management of the storage and usage of PHF’s and training/certification of appropriate County staff.

In order to meet the requirements of the Application of the PHF SWMP requirement, the County will implement the following BMPs seen in Table 20.

Reduce to the MEP, pollutants in discharges from MS4 associated with the application of pesticides, herbicides and fertilizer which will include, as appropriate, controls such as educational activities, permits, certifications and other measures for commercial applicators and distributors, and controls for application in public right-of-ways and at municipal facilities.

Richland County (coordinated with the Town of Arcadia Lakes and with the City of Forest Acres as appropriate) shall continue to implement controls to reduce, to the MEP, the discharge of pollutants related to the storage and application of PHF by employees or contractors, to public rights of way, parks, and other public property. New controls implemented shall be consistent with all applicable rules and regulations.

Table 20: Best Management Practices - Application of Pesticide, Herbicide, and Fertilizers (PHF)

APPLICATION OF PESTICIDE, HERBICIDE, AND FERTILIZERS (PHF)			
Develop and Revise Documents, Procedures, and Programs			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
<p>Review and update the PHF Program document (SOPs) that includes:</p> <ul style="list-style-type: none"> • Procedures to determine when mowing or herbicides should be used including application methods and estimated quantities to be used. • Procedures for PHF inspection and monitoring. • Procedures for PHF record keeping and public notice. • Procedures that require evidence of proper certification and licensing for all applicators contracted to apply pesticides or herbicides on municipal property. • Procedures that ensure that contracted applicators are qualified in utilizing proper nutrient management practices to apply fertilizer. • Procedures to accomplish training through Clemson Extension Service if utilizing public employee applicators. • Procedures for equipment use and maintenance. • Procedures for: <ul style="list-style-type: none"> • Minimization of the use of pesticides, herbicides, and fertilizers • Proper application, storage, and mixing these products when, and if, used • Effective control of PHF application in public right of ways and public facilities • Compliance with SCDHEC Bureau of Water NPDES General Permit for discharges from the APPLICATION OF PESTICIDES, SCG160000, as appropriate • Maintain an inventory of on-hand PHF with information about the formulations of various products including: <ul style="list-style-type: none"> • Recognition of the chemical constituents from the label • Their respective uses • Directions and precautions for applicators that explain if products should be diluted, mixed or only used alone • Proper storage of products 	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p style="text-align: center;"> <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED </p> <p style="font-size: small;"> SECTION: II.B.6.a.ii, pg 20, II.B.6a.vi, pg 21, II.B.6a.vii, pg 21, II.B.6.b.ii, pg 21, II.B.6.b.iii, pg 21, II.B.6.b.iv, pg 21, II.B.6.b.c, pg 21, II.B.6.a.iii, pg 20, II.B.6.a.iv, pg 21, II.B.6.a.i, pg 20 </p>			

Develop and implement a program to detect improper usage of PHFs and prioritize problem areas. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.6.b.i, pg 21	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Develop and implement requirements for contractor oversight of PHF applicators, as appropriate. (Section I.B.1.c.v(c) and II.B.3.b) <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.6.d, pg 22	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
PHF Inventory			
Identify areas known to receive high applications of PHFs. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.6.b.i, pg 21	Throughout Permit Term Beginning in Year 1	Throughout Permit Term	Stormwater Management
PHF Prioritization			
From the identified areas known to receive high applications of PHF, prioritize the problem areas. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.6.b.i, pg 21	Throughout Permit Term Beginning in Year 1	Throughout Permit Term	Stormwater Management
Tracking Sample Points			
Identify and track PHF sample points, if any. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.6.b.v, pg 21	Throughout Permit Term Beginning in Year 1	Throughout Permit Term	Stormwater Management
Annual Training			
Provide training in safe use, storage, and disposal of PHFs. *Details for the Initial Training for Pesticide Applicators may be found at the Clemson Extension website. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.6.a.v, pg 21 and II.B.6.b.iv, pg 21	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management

In order to meet the requirements of the Application of Pesticide, Herbicide, and Fertilizers (PHF) SWMP requirement, the County will record the following items, seen in Table 21, during the permit term to report them in the appropriate annual report(s).

Table 21: Annual Reporting - Application of Pesticide, Herbicide, and Fertilizers (PHF)

APPLICATION OF PESTICIDE, HERBICIDE, AND FERTILIZERS (PHF)		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report on the implementation of the Application of PHF element.	Every Annual Report	II.B.6.e, pg 22
Report the number of public education activities were held related to PHFs.	Every Annual Report	VI.A.3.c.vi.f, pg 72
Report the date(s) the annual employee training was held.	Every Annual Report	II.B.6.a.v, pg 21 II.B.5.b.iv, pg 21
Report the number of attendees or attach the personnel sign in sheet from the training(s).	Every Annual Report	II.B.6.a.v, pg 21 II.B.5.b.iv, pg 21

2.2.7 Illicit Discharges and Improper Disposal

2.2.7.1 Permit Requirements

In order to meet the requirements of the Illicit Discharges and Improper Disposal (IDID), Richland County has developed processes, procedures, and legal authority for detecting, tracking, and eliminating illicit discharges and for managing spills.

Table 22: Illicit Discharges and Improper Disposal Permit Requirements

II.B.7.a Non-stormwater discharges to the MS4 shall be effectively prohibited by the County through the use of inspections, ordinances, and enforcement, with exceptions as noted for Allowable Non-Stormwater Discharges.
II.B.7.b Continue to implement an illicit discharge and improper disposal element that utilizes regulatory control measures to prevent illicit discharges, has procedures for proper reporting and inspection, identifies non-stormwater discharges, develops conditions to be placed on other non-stormwater discharges, which will be allowed to discharge, implements an illicit connection program, and maintains an up to-date inspection database.
II.B.7.c Continue to implement the field screening analysis program to detect the presence of illicit connections and eliminate improper discharges to the County MS4.
II.B.7.c.i Develop procedures for dry weather screening.
II.B.7.c.ii Conduct dry weather field screening and/or analytical monitoring to identify the source of illicit discharges.
II.B.7.c.iii Assess the effectiveness of the Field Screening component and determine if the level of effort is adequate in attaining the effective prohibition of non-stormwater discharges into the County MS4. *Refer to Appendix D for clarification of MEP for this element.
II.B.7.d Continue to implement SOP for investigating portions of the MS4 that, based on the results of the field screening, indicate a reasonable potential of containing illicit discharges or other sources of non-stormwater. Identify and track illicit connections or discharge sources in identified watershed areas, record citizen reports, have a response mechanism for citizen complaints, complete field screening and citizen complaint follow-up, address all identified instances of illicit connections as soon as possible, but in no case later than 10 working days from source identification, and implement a requirement for immediate cessation of improper disposal practices and the elimination, or proper permitting of the illicit connection as expeditiously as possible.
II.B.7.e Continue to implement the spill prevention/spill response plan and procedures by effectively mitigating potential pollutant discharges to surface or ground waters.
II.B.7.f Continue the effective prohibition to discharge or to dispose of used motor vehicle fluids, household hazardous wastes, and animal wastes into the County MS4.
II.B.7.g Achieve the “effective prohibition” and “MEP” standards from the Clean Water Act in consistency with the South Carolina Pollution Control Act. Follow the specific requirements listed in Section II.B.7.g of the Permit that state, in general, to minimize unpermitted discharges of dry and wet weather overflows from sanitary sewers into the MS4 and minimized the infiltration of seepage from sanitary sewers and the infiltration of seepage from septic tanks into the MS4. *Refer to Appendix D for clarification of MEP for this element.
II.B.7.h Develop/update a storm sewer system map showing the location of all outfalls and the names and location of waters that receive discharges.
II.B.7.i Promote, publicize, and facilitate a reporting mechanism for the public and staff to report illicit discharges and establish and implement citizen request response procedures.

<p>II.B.7.j Train field personnel involved in identifying conditions indicative of the presence of illicit discharges and in spill prevention and response for all appropriate municipal field staff, which, as part of their normal job responsibilities, may come into contact with, or otherwise observe, an illicit discharge or illicit connection to the storm sewer system shall be in place.</p>
<p>II.B.7.k Develop a written SOP for implementing the Illicit Discharge and Improper Disposal element and incorporate into the SWMP.</p>

2.2.7.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through review of the number of illicit discharges detected and eliminated, the response to spills, and the implementation of the Action Items for each BMP included in Table 23 below. Action Items for each permit requirement were selected for permit compliance and to improve water quality through illicit discharge detection and elimination (IDDE) and management of accidental spills.

In order to meet the requirements of the Illicit Discharges and Improper Disposal SWMP requirement, the County will implement the following BMPs seen in Table 23.

Permittees shall continue to implement an ongoing program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges and improper disposal into the storm sewer system to achieve the “effective prohibition” and “MEP” standards from Section 402(p)(3)(B) of the Clean Water Act and to be consistent with South Carolina Pollution Control Act, Title 48, Chapter 1 of the Code of Laws of South Carolina.

Table 23: Best Management Practices - Improper Discharges and Improper Disposal

IMPROPER DISCHARGES AND IMPROPER DISPOSAL			
Develop and Revise Documents and Procedures			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
<p>Review and update the inspection and enforcement guidelines, as needed, to be used to prohibit non-stormwater discharges to Richland County’s MS4, with exceptions as noted for Allowable Non-Stormwater Discharges (SC R. 61-9 122.26(d)(2)(iv)(B)(1)).</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.7.a, pg 22 and II.B.7.b.i.a-e, pg 22</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Describe conditions to be placed on other non-stormwater discharges, which will be allowed to discharge to the County.</p> <p>This is included in Section 26-203 of the County’s ordinance.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: II.B.7.b.iv, pg 23</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Review, update, and continue to implement a program to detect illicit connections to the County’s MS4 and include main components that are listed in Section II.B.7.b.v.a-d.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

SECTION: II.B.7.b.v, pg 23			
<p>Review and update the Improper Discharges and Improper Disposal Program document (SOPs) that includes:</p> <ul style="list-style-type: none"> • Procedures for dry weather screening as described in Section II.B.7.c.i, pg 23 of the Permit. • Procedures for field screening that include requirements in Section II.B.7.c.ii.b, pg 24 of the Permit. • Procedures regarding illicit connections or illicit discharges are observed related to another MS4 operator(s). Include what timeframe the County will notify the other operator. Also include procedures on if another operator(s) notifies the County of an illegal connection or illicit discharge to their MS4. • Procedures for investigation of suspected illicit discharge or improper disposal that includes requirements in Section II.B.7.d, pg 25 of the Permit. • Procedures to require the immediate cessation of improper disposal practices and the elimination, or proper permitting of the illicit connection as expeditiously as possible. Include the items listed in Section II.B.7.d.vi.a-g. • Procedures for spill-prevention and spill response, including reporting procedures, spills containment, storage and disposal activities, documentation, and follow-up procedures. • Procedures to continue the effective prohibition to discharge or to dispose of used motor vehicle fluids, household hazardous wastes, and animal wastes into the MS4. • Procedures to detect and address all infiltration, inflow, and cross connections through the Public Sewer Districts (PSD) in the MS4. Previously unknown problems shall be addressed upon discovery. Advise appropriate utility owner of violation if constituents common to wastewater contamination are discovered in the MS4 during field screening or routine system inspections. <p style="font-size: x-small;">*Refer to Appendix D for clarification of MEP for this element.</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

<ul style="list-style-type: none"> Procedures for responding to public notices of illicit discharges, the various responsible agencies and their contacts, and who would be involved in illicit discharge incidence response. <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.c.i, pg 23, II.B.7.c.ii.b, pg 24, II.B.7.c.iii.a, pg 24, II.B.7.c.iii.b, pg 24, II.B.7.d, pg 25, II.B.7.d.vi, pg 26, II.B.7.e, pg 26, II.B.7.e.ii, pg 26, II.B.7.f, pg 26, II.B.7.g.iv, pg 27, II.B.7.i.i, pg 28, and, II.B.7.k, pg 28</p>			
<p>Modify IDDE screening methodology in the IDDE Program document, as necessary, based on experience gained during actual field screening activities including a detailed summary of responsibilities for field activity, frequency of inspections, procedures and equipment to be used, and documentation of screening activities both in the field and in the office in accordance with SC Regulation 61-9 122.26(d)(iv)(B)(3).</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.c.iii.c, pg 24</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>As Needed</p>	<p>Stormwater Management</p>
<p>Create a field screening report form to be used while completing the field screening requirements including a section regarding follow-up inspections, tracking, etc.</p> <p>*Refer to Appendix D for clarification of MEP for this element.</p> <p>Information is included in a spreadsheet and GIS database.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.c.iii.e, pg 25</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Update the ERP to include the enforcement procedures for correcting illicit connections.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.d.vi, pg 26</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Review and revise the existing Richland County Hazardous Material Contingency Plan.</p> <p>The Emergency Management Division maintains and updates this document, as needed.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.e.i, pg 26</p>	<p>Complete By: November 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Create and implement an approach to eliminate septic system failures.</p> <p>The County follows procedures described in the "Standard Operating Procedures Illicit Discharge Detection and Elimination Program" document to eliminate septic system failures.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.g.v.a, pg 27</p>	<p>Complete By: November 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

Legal Authority			
<p>Verify that the County’s ordinance prohibits non-stormwater discharges to Richland County’s MS4, with exceptions as noted for Allowable Non-Stormwater Discharges (SC R. 61-9 122.26(d)(2)(iv)(B)(1). Continue enforcing enacted ordinances prohibiting illicit discharges, specifically illicit connections and illegal dumping, into the County.</p> <p>*Implement the legal authority listed in Section II.B.7.b.i.a-e.</p> <p>Illicit discharges and connections are addressed in Section 26-203: NPDES Municipal Separate Storm Sewer System (MS4) Program of the County’s ordinance.</p>	<p>Complete By: July 1, 2016</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> ON-GOING <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.7.a, pg 22 and II.B.7.b.i.a-e, pg 22</p>			
<p>Evaluate the success of the illicit discharge portion of ordinances or other regulatory mechanisms. Include any recommended changes to the ordinance or programmatic activities in the assessment.</p>	<p>Complete By: April 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.7.b.vii, pg 23</p>			
Inspections and Prioritization			
<p>Perform inspections to prohibit non-stormwater discharges to Richland County’s MS4, with exceptions as noted for Allowable Non-Stormwater Discharges (SC R. 61-9 122.26(d)(2)(iv)(B)(1)).</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.a, pg 22, and II.B.7.b.ii, pg 22</p>			
<p>Identify and report non-stormwater discharges, found during inspections.</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.b.iii, pg 22</p>			
<p>Prioritize sources with the greatest potential for spills to occur (or cause the most severe damage).</p>	<p>Start Date: February 1, 2017</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.7.e.iii, pg 26</p>			
<p>Conduct inspections in response to complaints and follow-up inspections as needed to ensure that corrective measures have been implemented.</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>As Needed</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.i.ii, pg 28</p>			

Database			
Maintain an IDID inspection database, including enforcement actions and subsequent resolutions. *See Section II.B.7.b.vi.a-c for what to include in database.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.7.b.vi.a-c, pg 23</small>			
Field Screening			
Conduct dry weather field screening and/or analytical monitoring, when necessary, to identify the source of illicit discharges. Screen 25% of the major outfalls annually.	Throughout Permit Term Beginning in Year 1	Major Outfalls Once Before January 1, 2021	Stormwater Management
Conduct dry weather visual observations and required field screening at each outfall/field screening point. Dry weather screening activities should be conducted no less than 72-hours of continuous dry conditions following at least 0.10-inch of rainfall.			
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.7.c, pg 23, II.B.7.c.iii.f, pg 25, II.B.7.c.ii.b, pg 24</small>			
Identify all field screening points within the priority areas identified in Sections II.B.7.b.vi & vii where field screening and analytical monitoring, if warranted, will take place. In addition, where the County is aware of non-stormwater discharges that occur outside of the priority areas, identify points, outfalls, or major outfalls to conduct field screening.	Throughout Permit Term Beginning in Year 2	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.7.c.ii.a, pg 24</small>			
Maintain an internal log documenting the results of all field screening performed and include the information stated in Section II.B.7.c.iii.e of the Permit.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.7.c.iii.e, pg 25</small>			
Continue to implement SOPs for investigating portions of the MS4 that, based on the results of the field screening or other appropriate information, indicate a reasonable potential of containing illicit discharges or other sources of non-stormwater in accordance with SC Regulation 61-9.122.26(d)(2)(iv)(B).	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.7.d, pg 25</small>			
Complete field screening and citizen complaint follow-up for reported suspected illicit discharges.	Throughout Permit Term Beginning in Year 1	As Needed	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.7.d.iv, pg 25</small>			

Illicit Discharge Procedures			
<p>If illicit connections or illicit discharges are observed related to another MS4 operator(s), then the County will notify the other operator within a timeframe that is consistent with the procedures found in the SOP.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.c.iii.a, pg 24</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>If another operator(s) notifies the County of an illegal connection or illicit discharge to their MS4, then the permittee must follow the Illicit Discharges and Improper Disposal element requirements.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.c.iii.b, pg 24</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
Inventory			
<p>Identify all of the outfalls that were not previously identified, describing the method used to identify them. These may be identified while performing field screening activities. The County will list all known major outfalls located in the County's MS4 area on a map.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.c.iii.g, pg 25 and II.B.7.c.iii.d, pg 25</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Develop a storm sewer system map showing the location of all outfalls, and the names and location of waters that receive discharges.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.h, pg 28</p>	<p>Complete By: July 1, 2018</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
Illicit Connections/Discharges			
<p>Identify and track illicit connections or discharge sources in identified watershed areas. Trace suspect dry weather flow upstream, collect water quality samples, and follow through, as necessary to investigate and eliminate illicit discharges found. Notify the SCDHEC District Office of any illicit connection posing an immediate threat to human health or safety.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.d.i, pg 25</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>Address all identified illicit connections as soon as possible, but in no case later than 10 working days from source identification.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.7.d.v, pg 26</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>As Needed</p>	<p>Stormwater Management</p>

Citizen Reporting			
<p>Keep a record of citizen reports. Document suspected illicit discharges and/or improper disposal and note any follow-up actions that were held.</p> <p style="text-align: right;"><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.d.ii, pg 25</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>Use the Ombudsman One-Call Response Center that can be reached at 803-929-6000 or at ombudsman@rcgov.us to receive citizen complaints. This contact can be used to report suspected illicit discharges and/or improper disposal.</p> <p style="text-align: right;"><input type="checkbox"/> NOT STARTED <input type="checkbox"/> ON-GOING <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.7.d.iii, pg 25</p>	<p>Complete By: March 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Promote, publicize, and facilitate a reporting mechanism for the public and staff to report illicit discharges and establish and implement citizen request response procedures. This may done through many different outlets including billboards, business, cards, etc.</p> <p style="text-align: right;"><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.i, pg 28</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
Sanitary Sewer and Septic Seepage			
<p>Where the County has authority over the sewer collection system, the County will:</p> <ul style="list-style-type: none"> • Minimize unpermitted discharges of dry and wet weather overflows from sanitary sewers into the MS4 • Minimize the infiltration of seepage from sanitary sewers and the infiltration of seepage from septic tanks into the MS4 <p style="text-align: right;"><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.g.i.a-b, pg 27</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>In areas where the County does not have authority over the sewer collection system, minimize unpermitted discharges of dry and wet weather overflows and the infiltration of seepage from sanitary sewers or septic tanks into the MS4 to the MEP by enacting and enforcing an ordinance or other appropriate mechanism that effectively prohibits such discharges from sewage and septage systems.</p> <p style="text-align: right;"><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.g.ii, pg 27</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>

<p>Report to the DHEC EQC Office instances where unpermitted discharges of dry and wet weather overflows, or infiltration of seepage from sanitary sewers into the MS4 have been detected but have not been corrected by the discharger after sixty days of being detected.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.g.iii, pg 27</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>Address seepage from malfunctioning septic systems in areas not served by POTW.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.g.v.b, pg 27</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>As Needed</p>	<p>Stormwater Management</p>
<p>Develop a Sanitary Sewer and Septic Seepage program to limit the infiltration of sanitary sewage and septic seepage into the MS4. The program will include addressing leaking sanitary sewer lines using detection techniques such as smoke testing, television camera inspection, and test kits for ammonia, actively scheduling sealing of sanitary sewer lines and manhole rehabilitation, and creating a map to be used in prioritizing the detection schedule.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.7.g.vi, pg 27</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
Training			
<p>Provide training for field personnel whom, as part of their normal job responsibilities, may come into contact with or observe an illicit discharge, illicit connection to the storm sewer system, or accidental spill. Include the components of the training listed in Section II.b.7.j.i-v of the Permit.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.7.j, pg 28</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>

In order to meet the requirements of the Illicit Discharges and Improper Disposal SWMP requirement, the County will record the following items, seen in Table 24, during the permit term to report them in the appropriate annual report(s).

Table 24: Annual Reporting - Illicit Discharges and Improper Disposal

ILLCIT DISCHARGES AND IMPROPER DISPOSAL		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report on the illicit connections program and include updates to the program.	Every Annual Report	II.B.7.b.v, pg 23
Report on the success of the illicit discharge portion of ordinances or other regulatory mechanisms. Include any recommended changes to the ordinance or programmatic activities in the assessment.	Fourth Annual Report	II.B.7.b.vii, pg 23
Assess the effectiveness of the Field Screening component of the illicit discharge and improper disposal element to determine if the level of effort is adequate in attaining the effective prohibition of non-stormwater discharges into the MS4.	Second Annual Report	II.B.7.c.iii, pg 24
Implement changes to the program, after the assessment of the effectiveness of the Field Screening component, based on where updates are found to be necessary.	Fourth Annual Report	II.B.7.c.iii, pg 24
Maintain a log of activities for eliminating septic system failures, summarize the activities, and report them.	Every Annual Report	II.B.7.g.v.c, pg 27
Include a summary of the citizen complaint log documenting all reports of illicit discharges and what actions were taken to investigate and resolve the problem.	Every Annual Report	II.B.7.i.iii, pg 28
Report on all training and follow up training provided. Include a summary of training activities and a list of personnel who received the training.	Every Annual Report	II.B.7.j.vi, pg 28
Include the latest system map.	Every Annual Report	VI.A.3.c.vi.h, pg 72
Report on the inspections, investigations, and enforcement actions related to spill response.	Every Annual Report	VI.A.3.c.vi.h, pg 72
Report on the inspections, investigations, and enforcement actions related to illicit discharges or illicit connections either found during field screening reported by the public.	Every Annual Report	II.B.7.d.vi, pg 26 VI.A.3.c.vi.h, pg 72
Report on the inspections, investigations, and enforcement actions related to oil and household hazardous waste.	Every Annual Report	VI.A.3.c.vi.h, pg 72
Report on the inspections, investigations, and enforcement actions related to sanitary sewer and septage seepage.	Every Annual Report	VI.A.3.c.vi.h, pg 72
Report on the inspections, investigations, and enforcement actions related to effective prohibition.	Every Annual Report	VI.A.3.c.vi.h, pg 72

2.2.8 Industrial Runoff

2.2.8.1 Permit Requirements

In order to meet the requirements of the Industrial Runoff, Richland County has implemented a program that monitors and controls pollutants, to the MEP, in stormwater discharges to the County’s MS4 from industrial facilities. The County maintains an inventory of all industrial facilities and has developed the appropriate procedures for inspecting, monitoring, and responding to non-compliance at industrial facilities.

Table 25: Industrial Runoff Permit Requirements

II.B.8.a Richland County shall continue to implement and enforce a program to identify, monitor, and control pollutants in stormwater discharges to the MS4 from the listed types of industrial facilities. Requirements of this element will not apply only to the industrial facilities, but to any facility deemed by the County as having significant pollution potential.
II.B.8.b.i Inventory all industrial facilities meeting the criteria outlined in Section II.B.8.a and update the inventory annually.
II.B.8.b.ii Implement, and modify as necessary, procedures for inspecting industrial facilities. Inspections will include a written report with the items listed in Section II.B.8.b.ii of the Permit.
II.B.8.b.iii Include in the procedures for inspecting priority industrial sites, specific steps to be taken when a waste handling site, including landfills, is identified.
II.B.8.b.iv Identify facilities conducting industrial activities, including activities to identify potentially unpermitted sites. Get authority to request confirmation of their coverage under the NPDES General Permit for Industrial Activities or “No Exposure” certification, as well to allow periodic inspection and public reporting by the MS4 operator.
II.B.8.c Implement a monitoring program, which includes analytical monitoring for stormwater discharges associated with industrial facilities, facilities subject to effluent guidelines, facilities with an existing NPDES permit, and facilities where it is known, or there is a reason to believe, that any of the pollutants that are impaired are present.
II.B.8.d Richland County must have the adequate legal authority to control the contribution of pollutants to the MS4 by stormwater discharges associated with industrial activity and the quality of stormwater discharged from sites of industrial activity, and to carry out all inspection, surveillance, and monitoring procedures necessary to determine compliance and non-compliance with permit conditions.
II.B.8.e Report findings from the industrial runoff program in each annual report, as well as reporting a current list of active industrial users in the County, any monitoring data, any steps taken to address runoff from sites, and the number of inspections.

2.2.8.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the facility inspection and monitoring reports and for each BMP included in Table 26 below. Action Items for each permit requirement were selected for permit compliance and to improve water quality through an inspection and monitoring program associated with industrial facilities.

In order to meet the requirements of the Industrial Runoff SWMP requirement, the County will implement the following BMPs seen in Table 26.

Richland County shall continue to implement and enforce a program to identify, monitor and control pollutants in stormwater discharges to the MS4 from landfills, hazardous waste, storage, disposal, and recovery facilities, and other industrial activities that are listed in Section II.B.8.a of the Permit.

The County shall apply requirements of this element not only to the industrial facilities herein, but also to any facility deemed by the permittees as having significant pollution potential. MS4 must continue to actively conduct evaluations to locate and identify all industrial users contributing to the MS4, both currently those in the database and those entering the system during the permit cycle.

Table 26: Best Management Practices - Industrial Runoff

INDUSTRIAL RUNOFF			
Develop and Revise Documents, Programs, and Procedures			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Review and update the annual landfill inspection form. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.8.a.i, pg 29</small>	Complete By: January 1, 2017	Once During Permit Term	Stormwater Management
Create industrial facilities inspection form. Include items listed in Section II.B.8.b.ii of Permit. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.8.b.ii, pg 29</small>	Complete By: January 1, 2017	Once During Permit Term	Stormwater Management
Continue to implement and enforce a program to identify, monitor, and control pollutants in stormwater discharges to the County MS4 from the items listed in Section II.B.8.a of the permit. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.B.8.a, pg 29</small>	Throughout Permit Term Beginning in Year 1	Throughout Permit Term	Stormwater Management
Review and update the Industrial Runoff Program document (SOPs) to include: <ul style="list-style-type: none"> Procedures for inspecting industrial facilities including specific steps for waste handling sites and landfills. Procedures to be taken when a waste handling site, including a landfill, is identified. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.8.b.ii, pg 29 and II.B.8.b.iii, pg 30</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Legal Authority			
Establish authority to request confirmation of coverage under the NPDES general permit for industrial activities or "no exposure" certification, as well as the authority to conduct periodic inspection and public reporting by the MS4 operator for industrial facilities that discharge throughout the County MS4 area. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.8.b.iv, pg 30</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Establish authority to control the contribution of pollutants to the County MS4 by stormwater discharges associated with industrial activity and the quality of stormwater discharged from sites of industrial activity, and carry out all inspection, surveillance and monitoring procedures necessary to determine compliance and non-compliance with permit conditions. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.8.d, pg 30</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management

Inventory			
<p>Create and update an inventory all industrial facilities meeting the criteria outlined in Section II.B.8.a.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.8.b.i, pg 30</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
Inspection			
<p>Perform annual landfill inspections to ensure compliance with applicable industrial stormwater regulations. Add similar facilities found in the MS4 to the list for compliance assurance.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.8.a.i, pg 29</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>Inspect industrial facilities based on the facilities inventoried in Section II.B.8.b.i.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.8.b.ii.e, pg 29</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>25% of the facilities/year (All by January 1, 2021-prior to renotification)</p>	<p>Stormwater Management</p>
Monitoring			
<p>Continue to implement a monitoring program which includes analytical monitoring for stormwater discharges associated with industrial facilities (identified in II.B.8.a), facilities subject to effluent guidelines, facilities with an existing NPDES permit, and facilities where it is known, or there is a reason to believe, that any of the pollutants listed in Appendix D of the Permit are present.</p> <p>* Refer to Appendix D of the SWMP for clarification of MEP for this element.</p> <p>The majority of industrial facilities inspected by the County are covered under the Industrial General Permit and perform their own monitoring. The County checks that the results are maintained at the facility during inspections.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.8.c, pg 30</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>
Implementation			
<p>Implement and maintain BMPs to reduce stormwater pollutant loadings.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.8.a.i, pg 29</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>

In order to meet the requirements of the Industrial Runoff SWMP requirement, the County will record the following items, seen in Table 27, during the permit term to report them in the appropriate annual report(s).

Table 27: Annual Reporting - Industrial Runoff

INDUSTRIAL RUNOFF		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Include a list of active industrial users in Richland County	Every Annual Report	II.B.8.e.i, pg 31
Report on steps that will be taken, during the next reporting period, to effectively address runoff from the sites for any monitoring data that indicates runoff pollution attributable to industrial runoff.	Every Annual Report	II.B.8.e.ii, pg 31
Report the number of updated documents, procedures, and programs (findings of Section II.B.8.a, b, & c).	Every Annual Report	II.B.8.e.iii, pg 31
Include a detailed analyses on the monitoring for industrial runoff element.	Fourth Annual Report	II.B.8.e.iv, pg 31
Include the percent of industrial facilities inspected during the reporting period.	Every Annual Report	II.B.8.e.v, pg 31
Report the number of inspection activities conducted in the reporting year.	Every Annual Report	II.B.8.e.iii, pg 31, VI.A.3.c.vi.h, pg 72
Report on the results of monitoring completed during inspection year.	Every Annual Report	II.B.8.e.iii, pg 31, VI.A.3.c.vi.h, pg 72

2.2.9 Construction Site Runoff

2.2.9.1 Permit Requirements

In order to meet the requirements of the Construction Site Runoff, Richland County has continued to implement a program to reduce erosion and sedimentation associated with construction sites. This program includes implementing the appropriate ordinances and procedures to require the design, installation, and maintenance of effective pollution preventions measures for construction site operators.

Table 28 summarizes the requirements of the Construction Site Runoff element.

Table 28: Construction Site Runoff Permit Requirements

II.B.9 Continue to implement a program to reduce erosion and sedimentation at construction sites to achieve the “effective prohibition” and MEP
II.B.9.a Continue to require the use and maintenance of appropriate structural and non-structural BMPs to reduce pollutants discharged to the MS4. Continue implementing construction practices and standards through local ordinance addressing stormwater runoff water quality control requirements for all new development and significant redevelopment within the MS4.
II.B.9.b Continue implementing and enforcing a program to reduce pollutants in any stormwater runoff to their MS4 from construction activities. Details of the program are listed in Section II.B.9.b of the Permit and, in general, include having the appropriate ordinances, procedures, and design, installation, and maintenance requirements to effectively minimize the discharge of pollutants related to construction site runoff.
II.B.9.c Ensure that adequate measures are in place prior to the commencement of construction activity, that will continue to be implemented to protect water quality and that any water quality related requirement of this element is followed as contained in the approved plans. This program element includes maintaining an inventory of active construction projects, implementing inspection procedures, providing inspector training, and establishing enforcement procedures. *Refer to Appendix D for clarification of MEP for this element.
II.B.9.d Develop an ERP for the Construction Site Runoff element.
II.B.9.e Gather the appropriate information listed in Section II.B.9.e of the permit to report in each annual report.

2.2.9.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the construction plan review and site inspection program, specifically the identification of construction site non-compliance and resolution. Action Items for each permit requirement were selected for permit compliance and to improve water quality through the review of site construction plans and on-going site inspections to reduce erosion and downstream sedimentation.

In order to meet the requirements of the Construction Site Runoff SWMP requirement, the County will implement the following BMPs seen in Table 29.

Permittees shall continue to implement a program to reduce erosion and sedimentation at construction sites to achieve the “effective prohibition” and “MEP” standards from Section 402(p)(3)(B) of the Clean Water Act and to be consistent with South Carolina Pollution Control Act, Title 48, Chapter 1 of the Code

of Laws of South Carolina. Storm water discharges during land disturbance activities shall comply with:

- Applicable sections of SC Regulation 61-9 pursuant to the South Carolina Pollution Control Act (48-1-10, et seq, S.C. Code of Laws, 1976);
- SC Regulations 72-300 and 72-400 pursuant to 14-48.10 et. Seq., SC Code, 1976, as amended;
- SC Regulations 61-68 Water Classification and Standards and 61-69 Classified Waters promulgated by SCDEHC pursuant to the South Carolina Pollution Control Act (48-1-10, et seq. S.C. Code of Laws, 1976; and
- The requirements set in the SCDHEC Bureau of Water Antidegradation for Activities Contributing Nonpoint Source Pollution to Impaired Waters – Maintaining Water Quality Through Storm Water Controls of November 1999 or later, as updated.

Special consideration shall be given to: highly sensitive waters, areas in proximity to drinking water intakes, wetlands, watersheds for which a TMDL has been approved, areas of development and significant redevelopment where Antidegradation for Activities Contributing Nonpoint Source Pollution to Impaired Waters applies and to any watershed draining to an impaired waterbody.

Table 29: Best Management Practices - Construction Site Runoff

CONSTRUCTION SITE RUNOFF			
Develop and Revise Documents and Procedures			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Revise the Design Standards, as necessary, to continue to require the use and maintenance of appropriate structural and non-structural BMPs to reduce pollutants discharged to the MS4 during the time of construction and to continue implementing construction practices and standards through local ordinances addressing stormwater runoff water quality control requirements for all new development and significant redevelopment within the MS4.	Throughout Permit Term Beginning in Year 1	Annually	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.a, pg 32			
Space intentionally left blank.			

<p>Update the Design Standards (SOPs) to include:</p> <ul style="list-style-type: none"> • Procedures to review construction drawings prior to construction approval. • Procedures for construction site operators to implement specific erosion and sediment control BMP. • Procedures for the design, installation, and maintenance of effective pollution prevention measures for construction site operators to accomplish the items listed in Section II.B.9.b.iv.a-d of the Permit. • Procedures for each operator of a construction activity to prepare and submit a site specific Stormwater Pollution Prevention Plan (SWP3), in accordance with the NPDES General Permit for Stormwater Discharges from Construction Activities (SCR100000) or subsequent issuance, prior to the disturbance of land for the MS4 to review and approve. • Procedures for site plan review that, at a minimum, meet the items listed in II.B.9.b.vi.a-f of the permit. • Procedures for inspecting construction projects in accordance with the frequency listed in Table II.B.9.c.ii of the Permit. • Procedures that state that once final site stabilization is verified, the transition where post-construction maintenance responsibilities commence shall be clearly defined in the NOT, as-built plans, or similar procedures. • Procedures to notify building permit applicants, in developments subject to the stormwater regulations, of their application responsibilities under the NPDES permitting program for construction site runoff. • Procedures for inspection and enforcement of construction sites, including the minimum requirements in Section II.B.9.c.vi of the Permit. <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.9.b.i, pg 32, II.B.9.b.iii, pg 32, II.B.9.b.iv, pg 32, II.B.9.b.v, pg 33, II.B.9.b.vi, pg 33, II.B.9.c.ii, pg 35, II.B.9.c.iv, pg 35, II.B.9.c.v.a, pg 36, II.B.9.c.vi, pg 36</p>	<p>Complete By: July 1, 2017 Changed to: December 31, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Planning Director</p>
<p>Develop/update an ERP and describe what responses will be used to address various types of violations. *See Section II.B.9.d for items to be included in the ERP.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.9.d, pg 37</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Planning Director</p>

Legal Authority			
Continue implementing ordinances, or other regulatory mechanisms, requiring erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State, Tribal, or local law. Section 26-202: Stormwater management and SWP3s addresses erosion and sediment control.	Throughout Permit Term Beginning in Year 1	Annually	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.b.ii, pg 32			
Inventory			
Maintain an inventory of all active construction projects and continuously update this inventory as new projects are permitted and projects are completed. *See Section II.B.9.c.i and Section II.B.9.c.i.c-d of the Permit for specific information to include in this inventory.	Throughout Permit Term Beginning in Year 1	As Needed	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.c.i, pg 34			
Inspections			
Track the number of inspections for the inventoried construction sites throughout the reporting period to verify that the sites are inspected at the minimum frequencies required. Document inspections and enforcement activities for each site in the inventory.	Throughout Permit Term Beginning in Year 1	As Needed	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.c.i.a-b, pg 34			
Inspect various phases of construction. Verify that inspection procedures, at a minimum, occur following installation of initial BMP, during active construction, and after final site stabilization.	Throughout Permit Term Beginning in Year 1	As Needed	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.c.iii, pg 35			
Education and Training			
Implement an effective communication process with construction contractors to educate them on areas in which improvements are needed and to enforce any required actions.	Throughout Permit Term Beginning in Year 1	Annually	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.c.v.b, pg 36			
Implement a training program for inspectors (regardless of specialty) who are likely to be on site during earth moving activities in proper erosion control techniques.	Throughout Permit Term Beginning in Year 1	Annually	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.c.v.c, pg 36			

Retain at least one Certified Stormwater Operator/Inspector on staff (these individuals shall be either field supervisors, heavy equipment operators actively involved in County earth moving activities, or engineering staff responsible for specifying erosion control measures for Permittees activities). *Refer to Appendix D for clarification of MEP for this element.	Throughout Permit Term Beginning in Year 1	Annually	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.v.d, pg 36			
Provide permit applicants with notice of the availability of training for construction projects involving significant earth moving activities.	Throughout Permit Term Beginning in Year 1	Annually	Planning Director
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.9.c.v.e, pg 36			

In order to meet the requirements of the Construction Site Runoff SWMP requirement, the County will record the following items, seen in Table 30, during the permit term to report them in the appropriate annual report(s).

Table 30: Annual Reporting - Construction Site Runoff

CONSTRUCTION SITE RUNOFF		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report the number of active construction projects in maintained inventory.	Every Annual Report	II.B.9.c.i, pg 34
Include a summary of procedures on the plan to conduct presentations to professional organizations associated with the construction industry to discuss proper site management for water quality.	First Annual Report	II.B.9.c.v.f, pg 36
Report on the effectiveness of the Stormwater Management Division ERP.	Every Annual Report	II.B.9.e.i, pg 37
Report on any improvements made to the SOP for the Construction Site Runoff element that: <ol style="list-style-type: none"> Standardize the enforcement escalation procedures for non-compliant sites Implement the SOPs for conducting inspections Implement the schedules for inspections, including, but not limited to frequency and triggers Implement the SOPs for contacting other County agencies regarding MS4 items Document inspection and enforcement activities for each active site 	Every Annual Report	II.B.9.e.ii, pg 37
Report the number of trainings held and number of attendees at trainings during reporting year.	Every Annual Report	VI.A.3.c.i, pg 72
Report the number of certified construction site operators during reporting year.	Every Annual Report	VI.A.3.c.i, pg 72
Report the number of inspections completed in reporting year.	Every Annual Report	VI.A.3.c.i, pg 72
Report the number of enforcement actions taken during reporting year.	Every Annual Report	VI.A.3.c.i, pg 72

2.2.10 Public Education & Public Participation

2.2.10.1 Permit Requirements

In order to meet the requirements of the Public Education & Public Participation, Richland County has continued to provide educational materials for the public, provide training to appropriate employees and contractors, and encourage public participation regarding implementing stormwater controls.

Table 31: Public Education & Public Participation Permit Requirements

II.B.10.a.i	The County will continue to implement, and revise if necessary, a comprehensive stormwater education/outreach program in accordance with the items listed in Section II.B.10.a. These include elements related to identifying and analyzing pollutants of concern (POCs) and what audiences may have an influence on these POCs. Education campaigns will be developed and implemented to convey messaging in accordance with program goals and objectives. The program will be reviewed and adjusted as necessary.
II.B.10.a.ii	Conduct education and outreach at least once per year to broaden the understanding of GI as NPDES initiative and low impact development (LID) MS4 wide. This effort will include workshops and/or models for contractors.
II.B.10.a.iii	Continue to implement public education and participation programs to encourage the public to reduce their use of pesticides, herbicides, and fertilizers.
II.B.10.a.iv	Continue to implement a program to promote, publicize, and facilitate public reporting of the presence of illicit discharges, improper disposal of materials, and water quality impacts associated with discharges from/into the MS4.
II.B.10.a.v	Continue to implement the outreach program to instruct the public on responsible environmental management and disposal of household hazardous waste.
II.B.10.a.vi	Continue to conduct appropriate education and training measures for construction site operators and those associated with the implementation of proper sediment and erosion control measures at construction sites.
II.B.10.a.vii	Continue to implement the animal waste component of the public education program.
II.B.10.a.viii	Reduce the amount of trash entering waters of the State MS4 wide through actions taken by local governments, the business community, and individual citizens.
II.B.10.a.ix	Include an assessment of the progress in public awareness and behavior with respect to the targeted POC resulting from the implementation of the Public Education component of this element.
II.B.10.b	Involve the public in the planning and implementation of activities related to the development of the SWMP.
II.B.10.b.i	Create opportunities for citizens to participate in the implementation of stormwater controls.
II.B.10.b.ii	Ensure the public can easily find information about the County’s SWMP.
II.B.10.b.iii	Implement Construction Site Public Involvement procedures for receipt and consideration of information submitted by the public.
II.B.10.b.iv	Develop written procedures for implementing the Public Education, Public Participation, and Training.
II.B.10.c	Incorporate all training requirements listed throughout the Permit.

2.2.10.2 BMP Implementation

Evaluation of the success of this SWMP requirement will be through analysis of the participation and education of the public regarding stormwater quality activities and issues. Action Items for each permit

requirement were selected for permit compliance and to improve water quality through the education of the public regarding stormwater quality issues.

In order to meet the requirements of the Public Education & Public Participation SWMP requirement, the County will implement the following BMPs seen in Table 32.

Permittees must continue to implement a public education program to distribute educational materials or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.

Table 32: Best Management Practices - Public Education & Public Participation

PUBLIC EDUCATION & PUBLIC PARTICIPATION			
Pollutant(s) of Concern (POC)			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Identify the POC(s) within Richland County's defined watershed area(s). These are defined in the Richland Countywide Stormwater Consortium Strategic Plan. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.10.a.i.a, pg 38</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Analyze the identified POCs to be targeted. For example, target areas where there are significant trash issues and/or concerns. These are discussed in the Richland Countywide Stormwater Consortium Strategic Plan. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.10.a.i.b, pg 38</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Initiate a planning process that defines the goals and objectives of the program as they relate to at least three high priority community issues with potential to decrease the POCs effect on water quality. Include formative and summative evaluation within the planned goals and objectives. Program goals and objectives must include short-term goals geared to increase awareness of the issue as well as longer-term goals geared to affect behavior change to the MEP. The County's program objectives, strategy, and overview are included in the Richland Countywide Stormwater Consortium Strategic Plan. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.10.a.i.c, pg 38</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
Identify and analyze the audience(s) that is believed to have an influence on the POCs identified and that are believed to have an influence on the goals and objectives identified. These are defined in the Richland Countywide Stormwater Consortium Strategic Plan. <input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED <small>SECTION: II.B.10.a.i.d, pg 38</small>	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management

Materials and Messages			
<p>Create appropriate message(s) in accordance with the program goals and objectives that is designed to invoke a desired response in the targeted audience(s).</p> <p>Messages have been developed and are updated as needed.</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.10.a.i.e, pg 38</p>			
<p>Develop an appropriate education campaign and/or materials as needed to convey any messaging created in accordance with program goals and objectives and based on knowledge of the target audience(s). Campaign items and materials can utilize various medias such as printed materials, billboard and mass transit advertisements, websites, social media or other special events.</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.10.a.i.f, pg 38</p>			
<p>Determine methods and process of distribution of the campaign materials.</p>	<p>Complete By: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.10.a.i.g, pg 38</p>			
Evaluation/Assessment			
<p>Utilize quantitative and/or qualitative formative evaluation assessments to guide and/or change the program goals and objectives and/or program activities as needed, to the MEP.</p>	<p>Start Date: July 1, 2017</p>	<p>As Needed</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.a.i.h, pg 38</p>			
<p>Assess the stormwater education/outreach program annually and adjust their educational materials and the delivery of such materials to address findings resulting from these assessments.</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.a.i.k, pg 39</p>			
<p>Include an assessment of the progress in public awareness and behavior with respect to the targeted POC resulting from the implementation of the Public Education component of this element.</p>	<p>Complete By: January 1, 2021</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p><input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: II.B.10.a.ix, pg 40</p>			
<p>Develop and implement a public education program to reduce pollutants of concern within watersheds containing sensitive waters.</p>	<p>Complete By: July 1, 2018 Changed to:</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: III.A.4.a.ii-iii, pg 53	November 1, 2018 *See Appendix D for SCDHEC Correspondence		
Public Involvement			
Utilize public input to the MEP in the development of the Public Education and Outreach on Stormwater Impacts element of the SWMP.	Complete By: July 1, 2017	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: II.B.10.a.i.i, pg 39			
Conduct education and outreach to broaden the understanding of GI and LID. Include workshops and/or models for contractors that emphasize: <ul style="list-style-type: none"> • Cost benefit analysis showing the effectiveness of GI and LID and their positive impact on the local economy. • LID/GI Site selection consideration. • Opportunity provided by BMP retrofits. These may be included with other requirements of the permit. 	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.a.ii.a-d, pg 39			
Involve the public in the planning and implementation of activities related to the development and implementation of the SWMP.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.b, pg 40			
Create opportunities for citizens to participate in the implementation of stormwater controls (e.g., stream clean-ups, storm drain stenciling, volunteer monitoring, public and/or private partnership for litter prevention and behavior modification, and educational activities).	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.b.i, pg 40			
Ensure the public can easily find information about their SWMP. The County provides the public access to the SWMP online from a link on the Stormwater Management Division webpage.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.b.ii, pg 40			
Implementation			

<p>Implement the program to the MEP.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.10.a.i.j, pg 39</p>	<p>Start Date: July 1, 2017</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>
<p>Programs</p>			
<p>Continue to implement the public education and the public participation programs to encourage the public to reduce their use of pesticides, herbicides, and fertilizers. This program will include elements to:</p> <ul style="list-style-type: none"> Assist homeowners in minimizing residential use of pesticides and herbicides and in improving landscape design and maintenance to protect the environment and restore native habitats. Place brochures/pamphlets prepared on PHF topics in public buildings for distribution to residents. Publish a semi-annual article/notice in a community newsletter announcing the availability of PHF materials Provide tips for homeowners of ways to reduce their use of pesticides, herbicides, and fertilizers. <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p> <p>SECTION: II.B.10.a.iii, pg 39</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>
<p>Continue to implement a program to promote, publicize, and facilitate public reporting of the presence of illicit discharges, improper disposal of materials, and water quality impacts associated with discharges from/into the MS4. The program must:</p> <ul style="list-style-type: none"> Include a mechanism for the public to report illicit discharges to the MS4. Include provisions to educate the public about illicit discharges and about the problems associated with illicit connections or discharges. Inform the public on what to look for and how to report incidents found. Inform the public on the existing stormwater ordinances and emphasize the benefits of a successful stormwater management program. <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED</p>	<p>Throughout Permit Term Beginning in Year 1</p>	<p>Annually</p>	<p>Stormwater Management</p>

SECTION: II.B.10.a.iv, pg 39			
Continue to implement the outreach program that: <ul style="list-style-type: none"> • Instructs the public on responsible environmental management and disposal of household hazardous waste. • Facilitates the proper disposal of used oil and toxics from households. • Includes continuous noticing (web or print) to inform the public of the proper disposal methods for used oil and toxics from households and of the locations and hours of operation of Richland County and retail collection sites that will accept used motor oil, leftover hazardous household products, lead acid batteries, and white goods. 	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED			
SECTION: II.B.10.a.v, pg 40			
Continue to implement the animal waste component of the public education program that includes: <ul style="list-style-type: none"> • Education for pet owners and others about the highly adverse impact this source, once transported via runoff, may have on water quality. • Working with pet owners, homeowners associations, or others as it may be appropriate to incorporate a stormwater quality message to minimize the stormwater pollution potential associated with animal waste. 	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED			
SECTION: II.B.10.a.vii, pg 40			
Implement a program to reduce the amount of trash entering Waters of the State throughout the MS4 through actions taken by local governments, the business community, and individual citizens.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED			
SECTION: II.B.10.a.viii, pg 40			
Education and Training			
Continue to conduct education and training measures for construction site operators and those associated with the implementation of proper sediment and erosion control measures at construction sites.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED			
SECTION: II.B.10.a.vi, 40			

Procedures			
Continue to implement construction site public involvement procedures for receipt and consideration of information submitted by the public. Information can be submitted by the public to the County's One Stop system. Through this system, the correct department will be notified when information has been submitted.	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: II.B.10.b.iii, pg 40			

In order to meet the requirements of the Public Education and Public Participation SWMP requirement, the County will record the following items, seen in Table 33, during the permit term to report them in the appropriate annual report(s).

Table 33: Annual Reporting - Public Education and Public Participation

PUBLIC EDUCATION AND PUBLIC PARTICIPATION		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Assess the stormwater education/outreach program annually and adjust their educational materials and the delivery of such materials to address findings resulting from these assessments.	Every Annual Report	II.B.10.a.i.k, pg 39
Include the pollution reductions expected from the BMP specified.	First Annual Report	II.B.10.a.vii, pg 40
Include an assessment of the progress in public awareness and behavior with respect to the targeted POC resulting from the implementation of the Public Education component of this element.	Fourth Annual Report	II.B.10.a.ix, pg 40
Provide a summary/annual assessment of public participation and education activities.	Every Annual Report	VI.A.3.c.j, pg 72

2.3 Reviewing and Updating Stormwater Management Plan

Table 34: Reviewing and Updating SWMP

SWMP REQUIREMENTS			
Update Stormwater Management Plan	Not Started: <input type="checkbox"/> On-going: <input checked="" type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: 4.5.1 & 4.5.2		
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Review and revise the SWMP document to keep it up to date during the term of the permit.	See Table 35 for Annual Reporting Deadlines	Annually	Stormwater Management
Stormwater Management Plan Updates Required by SCDHEC	Not Started: <input checked="" type="checkbox"/> In Progress: <input type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: 4.5.3		
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Incorporate SCDHEC requested changes to the SWMP.	As Specified By SCDHEC	As Required	Stormwater Management

This SWMP is a living document and will be updated and revised throughout the permit term. Modifications will be made in accordance with Section II.H.2 of the County’s permit. See Table 1 on page i for a summary of when the SWMP was revised and what sections(s) were revised.

2.4 Reporting

The County will submit an Annual Report based on the schedule and reporting period described in Table 35. Each annual report will include a contacts list, SWMP evaluation, summary table, narrative section, monitoring section, summary of SWMP and monitoring modifications, fiscal analysis, any other required reported information, and required appendices.

Table 35: Reporting

REPORTING			
1st Report	Not Started: <input type="checkbox"/> In Progress : <input type="checkbox"/> Completed: <input checked="" type="checkbox"/>		
	Section: 5.3		
Action Item(s)	Schedule/Deadline	Reporting Period	Responsible Party
Complete and Submit 1 st Report.	Complete by: July 1, 2017 Changed to: November 1, 2017 *See Appendix D for SCDHEC Correspondence	July 1, 2016 – April 30, 2017	Stormwater Management
2nd Report	Not Started: <input type="checkbox"/> In Progress : <input checked="" type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: 5.3		
Action Item(s)	Schedule/Deadline	Reporting Period	Responsible Party
Complete and Submit 2 nd Report.	Complete by July 1, 2018 Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence	May 1, 2017 – April 30, 2018	Stormwater Management
3rd Report	Not Started: <input checked="" type="checkbox"/> In Progress : <input type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: 5.3		
Action Item(s)	Schedule/Deadline	Reporting Period	Responsible Party
Complete and Submit 3 rd Report.	Complete by: July 1, 2019 Changed to: November 1, 2019 *See Appendix D for SCDHEC Correspondence	May 1, 2018 – April 30, 2019	Stormwater Management
4th Report and Renotification	Not Started: <input checked="" type="checkbox"/> In Progress : <input type="checkbox"/> Completed: <input type="checkbox"/>		
	Section: 5.3		
Action Item(s)	Schedule/Deadline	Reporting Period	Responsible Party
Complete and Submit 4 th Report and Renotification.	Complete by: January 1, 2021	May 1, 2019 – September 30, 2020	Stormwater Management

Appendix C includes the annual reporting items from each element described above as well as the monitoring reporting requirements.

Where and When to Submit Annual Reports:

- Monitoring results obtained during the reporting period running from the twelve-month (12) term beginning on the effective date of this permit and annually thereafter as required by Part VI shall be submitted as part of the Annual Report during the permit term.
- The original and three signed copies of the Annual Report required by Section VI.A.1 and all other reports required herein, shall be submitted to:

SC Department of Health and Environmental Control (SCDHEC)
 ATTN: Bureau of Water/Compliance Assurance Division
 2600 Bull Street
 Columbia, South Carolina 29201

3.0 Monitoring Section

3.1 Water Quality Based Effluent Limitations (WQBEL)

Section III of the Permit includes detailed requirements for WQBELs. It includes requirements for watersheds in Richland County that drain to a WQMS where a TMDL and Wasteload Allocation for dissolved oxygen (DO) and *Escherichia coli* (*E. coli*) have been established, where impairments have been noted, and in watersheds containing sensitive waters. Table 36 summarizes the requirements from the WQBEL Section of the Permit. The Permit should be referenced for more details on what should be completed.

Table 36: Best Management Practices - Water Quality Based Effluent Limitations

WATER QUALITY BASED EFFLUENT LIMITATIONS (WQBEL)			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Create new and/or revise existing TMDL Monitoring and Assessment Plan for each TMDL watershed to address requirements in Section III.A.3 of the permit. *This requirement is discussed further in Table 38. The Schedule/Deadline should be followed from that table. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: III.A.3, pg 52	Based on Schedule Determined. See Table 38.	Once During Permit Term	Stormwater Management
Determine whether discharges from the MS4 contribute directly or indirectly to waterbodies with impaired WQMS as listed in 2016 303(d) list. Identify potential significant contributions to the DO impairment from the MS4; Identify significant contributors to BIO impairments from the MS4; Identify potential significant contributors to any Cu impairment from the MS4; Identify potential contributions of pollutants to sensitive waters. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: III.A.3.a, pg 52, II.A.3.b, pg 52, III.A.3.d.i, pg 52, III.A.3.e.i, pg 52, II.A.4.a.i, pg 53	Complete by: July 1, 2017	Once During Permit Term	Stormwater Management
Implement applicable components of the SWMP requirements to effectively address stormwater discharges contributing to BIO impairments. <input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: III.A.3.d.ii, pg 52	Complete by: July 1, 2018 Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence	Once During Permit Term	Stormwater Management

<p>Review results of IDDE program and other monitoring, determine if additional monitoring is necessary in sensitive waters, and prioritize IDDE and monitoring in sensitive watersheds.</p> <p>This is addressed in the Sensitive Waters Monitoring Letter included in Appendix D.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: III.A.4.a.ii-iii, pg 53</p>	<p>Complete by: July 1, 2018</p> <p>Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Evaluate each of the SWMP elements to determine if the elements should be modified to address WQ concerns in sensitive waters.</p> <p>This is addressed in the Sensitive Waters Monitoring Letter included in Appendix D.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: III.A.4.a.iv, pg 53</p>	<p>Complete by: July 1, 2019</p> <p>Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

In order to meet the requirements of the WQBEL SWMP requirement, the County will record the following items, seen in Table 37, during the permit term to report them in the appropriate annual report(s).

Table 37: Annual Reporting - WQBEL

WQBEL		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Report on water quality results from measures implemented under the WQBEL provisions, II.A.2.a-b.	Annually Starting in the Second Annual Report	III.A.2.c, pg 51
Include the determination of whether discharges from the MS4 contribute directly or indirectly to water bodies with impaired WQMS as listed in 2014 303(d) list.	First Annual Report	III.A.3.a, pg 52
Report on the progress on implementation and DO reductions.	Every Annual Report	III.A.3.b.ii, pg 52
Report on the progress on implementation and <i>E. coli</i> reductions.	Every Annual Report	III.A.3.c, pg 52
Report on the corrective course of action and water quality improvements in WQMS impaired for BIO.	Every Annual Report	III.A.3.d.iii, pg 52
Report on water quality improvements in WQMS impaired for Cu.	Every Annual Report	III.A.3.e.ii, pg 52
Identify contribution of pollutants to sensitive water bodies from the MS4. For any specific parameter(s) in the WQS of the Sensitive Waters identify potential pollutants or surrogate parameters.	First Annual Report	III.A.4.a.i, pg 53
Report on the attainment of intended uses and maintenance of water quality standards.	Every Annual Report	III.A.4.b.f, pg 54
Report(s) on the progress on WQBEL implementation and pollutant reductions.	Every Annual Report	III.A.5, pg 54
Identify which parameters will be excluded based on the evaluation of previous data.	First Annual Report	III.B.1.e, pg 56

3.2 Monitoring Requirements

Section IV and Section V of the Permit includes detailed monitoring requirements for TMDL watersheds and impaired WQMSs located in Richland County. Table 38 summarizes the requirements of the Monitoring Section of the Permit. The Permit should be referenced for more details on what should be completed.

Table 38: Best Management Practices - Monitoring Requirements

MONITORING REQUIREMENTS			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
<p>Monitoring must begin at MS4 discharges draining to WQMS included in Table IV.C.1 and on the sensitive waterbodies listed in IV.D.1.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED SECTION: IV.C.2, pg 61, IV.D.1, pg 63</p>	<p>Start Date: July 1, 2017</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>
<p>For TMDL watersheds, impaired WQMS and/or sensitive waters listed in Parts III or IV of the permit, found to have pollutants in bottom sediments, where MS4 discharges in fact contribute directly, or indirectly, to these pollutant findings, conduct sampling aimed to determine the extent of the pollution and to demonstrate its reduction. Report on findings of biosurvey data analysis. Identify any pollutants which will be excluded from monitoring under III.B provision.</p> <p>This element is being completed according to the schedule in the County's Monitoring Plan.</p> <p><input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: V.A.3.a, pg 67, III.B.1.e, pg 56</p>	<p>Complete by: July 1, 2017</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Revise Monitoring Plans.</p> <p>These will continue to be updated as needed.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: IV.C.B, pg 57</p>	<p>Start Date: July 1, 2018</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>
<p>Prioritize the existing TMDL WQMS's listed in Appendix C of the permit and create a schedule to complete and submit TMDL Implementation Plans. In these plans, all monitoring and assessment information should be included along with the implementation plan. This schedule should include Implementation Plans due during the second, third, and fourth Annual Reports.</p> <p><input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: IV.B.1, pg 57</p>	<p>Complete by: July 1, 2017</p>	<p>Throughout Permit Term</p>	<p>Stormwater Management</p>
<p>Monitoring must begin at MS4 discharges draining to WQMS included in Table IV.C.2 and on the sensitive waterbodies listed in IV.D.2</p>	<p>Start Date: July 1, 2018</p>	<p>Once During Permit Term</p>	<p>Stormwater Management</p>

Yellow-Date Set By Permit

<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: IV.C.3, pg 61			
Evaluate and update the monitoring program based on water quality control identification and describe a corrective course of action based on biosurvey data.	Complete by: July 1, 2018 Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: V.A.3.a.ii, pg 67			
Complete the first TMDL Implementation Plan according to the submitted schedule.	Complete by: July 1, 2018 Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input checked="" type="checkbox"/> COMPLETED SECTION: IV.B.2, pg 57, IV.B.6.i.i, pg 60			
During the third year of the permit, analyze BMP performance based on monitoring results. Based on the analysis, prioritize sampling for the last two permit years.	Start Date: July 1, 2018 Changed to: November 1, 2018 *See Appendix D for SCDHEC Correspondence	Once During Permit Term	Stormwater Management
<input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: V.3.a.iv.d, pg 68			
Complete the second TMDL Implementation Plans according to the submitted schedule.	Complete by: July 1, 2019 Changed to: November 1, 2019 *See Appendix D for SCDHEC Correspondence	Once During Permit Term	Stormwater Management
<input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: IV.B.3, pg 57, IV.B.6.i.i, pg 60			
Revise monitoring/implementation plan for sediment, macroinvertebrate, and DO and submit as part of renotification.	Complete by: January 1, 2021	Once During Permit Term	Stormwater Management
<input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: V.A.3.iv.f, pg 68			
Complete the third TMDL Implementation Plans according to the submitted schedule.	Complete by: January 1, 2021	Once During Permit Term	Stormwater Management
<input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: IV.B.4, pg 57, IV.B.6.i.i, pg 60			
Report on progress of permitted activities in correcting adverse water quality impacts under the biosurvey driven monitoring program.	Complete by: January 1, 2021	Once During Permit Term	Stormwater Management
<input checked="" type="checkbox"/> NOT STARTED <input type="checkbox"/> IN-PROGRESS <input type="checkbox"/> COMPLETED SECTION: V.A.3.a.iii, pg 68			

In order to meet the requirements of the Monitoring SWMP requirement, the County will record the following items, seen in Table 39, during the permit term to report them in the appropriate annual report(s).

Table 39: Annual Reporting - Monitoring

MONITORING		
Annual Reporting Items		
Action Item(s)	Frequency	Section
Include a schedule for completing and submitting TMDL Implementation Plans based on the prioritized existing TMDLs listed in Appendix C of the Permit.	First Annual Report	IV.B.1, pg 57
Submit TMDL Implementation Plans, including WQBEL, as prioritized and scheduled (first four TMDLs).	Second Annual Report	IV.B.2, pg 57
Submit TMDL Implementation Plans, including WQBEL, as prioritized and scheduled (second four TMDLs).	Third Annual Report	IV.B.3, pg 57
Submit TMDL Implementation Plans, including WQBEL, as prioritized and scheduled (last five TMDLs).	Fourth Annual Report	IV.B.4, pg 57
Report on the progress of the characterization of the relative pollutant levels, for each POC, from various MS4 discharges to TMDL waters. Include resulting data following the commencement of monitoring for TMDL pollutant characterization.	Every Annual Report	IV.B.5.b.i.a.8, pg 58
Include any updates made to the TMDL Monitoring and Assessment Plans.	Every Annual Report	IV.B.5.b.i.b.3, pg 58
Report on any progress made to the TMDL Monitoring and Assessment Plans.	Every Annual Report	IV.B.5.b.i.b.4, pg 58
Report on BMP implementation activities as required under Section IV.B.6.e.i-iii.	Every Annual Report	IV.B.6.e.iv, pg 59
Report on progress on TMDL Implementation. This shall include analysis of the monitoring data, BMP performance, and progress toward the WLA.	Every Annual Report	IV.B.6.f.i-iii, pg 60
Include a sediment, macroinvertebrate, and dissolved oxygen monitoring plan including a time frame and parameters to be sampled.	Every Annual Report	V.A.3, pg 67
Determine the extent of any impairment, or adverse water quality impact caused by pollutants found in biosurvey data, as qualified in V.A.3.a and report these findings in the overall MS4 water quality assessment.	First Annual Report	V.A.3.a.i, pg 67
Establish a corrective course of action to address adverse water quality impacts caused by MS4 pollutants found in biosurvey data. Evaluate and update the monitoring program, if necessary.	Second Annual Report	V.A.3.a.ii, pg 67
Report on the progress of the permitted activities in correcting adverse water quality impacts caused by MS4 pollutants found in biosurvey data, after the course of action needed to correct the adverse water quality impact caused by MS4 pollutants found in biosurvey has been undertaken.	Fourth Annual Report (Renotification)	V.A.3.a.iii, pg 68
Evaluate and submit a report on BMP performance based on monitoring results done to prioritize the sampling for the last two years of the permit.	Fourth Annual Report (Renotification)	V.A.3.a.iv.d, pg 68
Revise the plan during the first half of the fifth year and submit these revisions, based on findings in the evaluation of BMP performance,	Fourth Annual Report (Renotification)	V.A.3.a.iv.f, pg 68
Discuss the progress and results of the monitoring programs required under Parts II, III, and V. Include a summary of the monitoring program developed and implemented under Parts IV and V of the Permit.	Every Annual Report	VI.A.e, pg 73
Report on a summary statement of the objective of each monitoring project included under the program.	Every Annual Report	VI.A.e.i, pg 73
Include a charge of the data from the monitoring completed.	Every Annual Report	VI.A.e.ii, pg 73
Discuss any results or conclusions derived from the monitoring completed.	Every Annual Report	VI.A.e.iii, pg 73
Discuss the monitoring program revisions that are summarized elsewhere in the report.	Every Annual Report	VI.A.e.iv, pg 73
Provide and in-depth analyses of water quality trends.	Every Annual Report	VI.A.e.v, pg 73

4.0 Financial Resources

A description of financial resources available to comply with the Permit is required and details on what this description shall include is in Section II.G, pg 43, of the permit. Based on the following, the Richland County Stormwater Program will be fully funded for NPDES MS4 compliance through 2019.

The Richland County stormwater program is funded through an ad valorem tax, though is subject to the millage cap legislation. This fund is affected by the legislation passed by the General Assembly in 2007 limiting the tax rate increase levied by local governments. For FY2018, the capital outlay budget increased by \$528,490.

Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than expendable trusts or for major capital projects) that are legally restricted to expenditures for specific purpose. The Stormwater Services Special Revenue Fund is used to account for the operations of the County Stormwater Management Program with Countywide taxes levied annually to cover the projected expenditures for the coming fiscal year. The Stormwater Management adopted budget for FY2017 is \$3,200,000. While lower than 2016, the difference is in Capital Outlays which have little impact on NPDES MS4 compliance. Personnel and operating expenditures, which do directly impact NPDES MS4 compliance have increased over previous years. Additionally, the Stormwater Department is authorized to fund an additional full-time employee, bringing the total to 20 positions funded by the Stormwater Special Revenue Fund (only 10 of those positions work in the Stormwater Management Division), compared to 18 authorized positions in 2016.

In July 2017, Richland County moved to a 2-year biennial budget, versus the previous 1-year annual budget. This is reflected in Table 40.

Richland County’s revenues and expenditures are summarized in Table 40. This provides a comparison to the numbers from the previous budgeted FYs.

Table 40: Richland County Fiscal Plan

	2016 Actual	2017 Actual*	2018 Adopted	Difference (\$)	Difference (%)	2019 Adopted	Difference (\$)	Difference (%)
Revenues								
Property Taxes	\$3,218,117	\$3,294,124	\$3,136,500	\$(157,624)	-5%	\$3,199,230	\$62,730	2%
Fees in Lieu of Taxes	\$127,384	\$133,140	\$127,500	\$(5,640)	-4%	\$130,050	\$2,555	2%
Use of Fund Balance	\$ -	\$ -	\$765,862	\$745,862	100%	\$1,016,484	\$250,622	33%
Total	\$3,345,501	\$3,427,263	\$4,029,862	\$602,599	18%	\$4,345,764	\$315,902	8%
Expenditures								
Personnel Expenditures	\$1,207,559	\$1,355,329	\$1,431,473	\$76,144	6%	\$1,431,473	\$ -	0%
Operating Expenditures	\$753,656	\$787,460	\$1,144,116	\$356,656	45%	\$1,110,471	\$(33,645)	-3%
Capital Outlay	\$425,809	\$392,214	\$920,704	\$528,490	135%	\$1,270,251	\$349,547	38%

Cost Allocation/ Transfer Out	\$325,000	\$325,000	\$533,569	\$208,569	64%	\$533,569	\$ -	0%
Total	\$2,712,024	\$2,860,003	\$4,029,862	\$1,169,859	41%	\$4,345,764	\$315,902	8%
Authorized FT Positions	18	20	20			20		

*Fiscal Year 2017 ending balances are preliminary and unaudited.

Table 41: Best Management Practices -Financial Resources

FINANCIAL RESOURCES			
Action Item(s)	Schedule/Deadline	Frequency	Responsible Party
Complete a fiscal analysis of the necessary capital and operation and maintenance expenditures necessary to accomplish the monitoring and SWMP. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.G.2, pg 43</small>	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
Create a description of the funding sources proposed to meet the necessary expenditures. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.G.2.a, pg 43</small>	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management
Determine the legal restrictions on the use of such funds. <input type="checkbox"/> NOT STARTED <input checked="" type="checkbox"/> ON-GOING <input type="checkbox"/> COMPLETED <small>SECTION: II.G.2.b, pg 43</small>	Throughout Permit Term Beginning in Year 1	Annually	Stormwater Management

Appendix A – SWMP Schedule

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Symbol Ledged

Start Action Item	◆	Diamond
Complete Action Item/Action Item Due	●	Circle
An Annual or On-going Action Item	•	Small Dot

Color Legend

Develop/Revise Documents	Orange
Training	Dark Green
Inventory	Purple
Assessment/Prioritization/Inspections/Database	Red
Maintenance/Tracking/Field Screening	Yellow
Oversight/Public Involvement/Citizen Reporting	Blue
Regulatory/Legal Authority	Light Blue
Inspection/Enforcement	Light Green
Miscellaneous	Black

Program Element Abbreviations

SC	Structural Controls and Stormwater Collection System Operation
ND&RD	Areas of New Development and Redevelopment
ER	Existing Roadways
FC	Flood Control Projects
MF	Municipal Facilities
PHF	Application of Pesticide, Herbicide, and Fertilizers (PHF)
IDID	Illicit Discharges and Improper Disposal
IR	Industrial Runoff
CSR	Construction Site Runoff
PE	Public Education & Public Participation

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Appendix B – Intergovernmental Agreements

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Appendix C – Annual Reporting Summary

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STRUCTURAL CONTROLS AND STORMWATER COLLECTION SYSTEM OPERATION			
Action Item(s)	Frequency	Section	Responsible Party
Report on the number of items added to the drainage system inventory in the reporting year.	Every Annual Report	II.B.1.d.i, pg 6, II.B.1.d.iv, pg 7	
Report on the number of inspection activities performed and scheduled in the reporting year.	Every Annual Report	II.B.1.d.i.a, pg 6, II.B.1.d.iii, pg 7, VI.A.3.c.vi.a, pg 71	
Report on the number of maintenance activities performed and scheduled in the reporting year.	Every Annual Report	II.B.1.d.i.b, pg 6, II.B.1.d.iii, pg 7, VI.A.3.c.vi.a, pg 71	
Report any QA/QC completed and any field studies conducted for data accuracy during the reported year.	Every Annual Report	II.B.1.d.i.c, pg 6	
Report on the maintenance inspection schedule for the next year.	Every Annual Report	II.B.1.d.iii, pg 7	
Identify the location of existing major stormwater structural controls, assess the need for additional ones, submit the maintenance log along with the maintenance report, and evaluate the results.	Every Annual Report	II.B.1.d.v, pg 7	
Report the number of contractual agreements obtained during the reporting year from others performing installation and maintenance of structural controls.	Every Annual Report	II.B.1.d.vi, pg 7	
Assess the accomplishments of the inspection and maintenance program in maintaining the proper operation of the structural controls in an annual evaluation. Pollutant reduction loads are expected. Summarize any modification of the inspection or maintenance activities.	Every Annual Report	II.B.1.d.vii, pg 7	
Report the date(s) the annual employee training was held.	Every Annual Report	II.B.1.c.iv, pg 6	
Report the number of attendees or attach the personnel sign in sheet from the training(s).	Every Annual Report	II.B.1.c.iv, pg 6	
AREAS OF NEW DEVELOPMENT AND REDEVELOPMENT			
Action Item(s)	Frequency	Section	Responsible Party
Report on how impervious surfaces have been minimized.	Annually starting in Second Annual Report	II.B.2.d.i, pg 9	
Report on how the BMP with the best pollutant removal performance has been selected for post-construction stormwater management.	Annually starting in Second Annual Report	II.B.2.d.ii, pg 9	
Report on how forested stream buffers and wetlands have been protected.	Annually starting in Second Annual Report	II.B.2.d.iii, pg 9	
Report on how drainage "hot spots" have been effectively addressed.	Annually starting in Second Annual Report	II.B.2.d.iv, pg 9	
Report on the implementation and incentives for water quality improvements for areas of significant redevelopment.	Second Annual Report	II.B.2.e, pg 10	

Describe policy or policy evaluation(s) within the comprehensive master planning process in Section II.B.2.c, which incorporates stormwater quality considerations into land use planning, development, and redevelopment activities. Include site performance standards required in Section II.B.2.j of the permit.	Second Annual Report	II.B.2.f, pg 10, and II.B.2.j, pg 12	
Report on water quality improvements obtained in sensitive waters in pertinent annual reports based on the evaluations of water quality monitoring data collected as required in Part V of the Permit along with inspection and maintenance results, sections II.B.2.i.iv, v(f) & (g) and j.iii-v.	Pertinent Annual Reports	II.B.2.g, pg 10	
Incorporate water quality considerations, based on II.B.2.g, into site planning and development activities to achieve water quality improvements to the MEP and to protect water quality.	Fourth Annual Report	II.B.2.h, pg 10	
Include a narrative describing the existing program to address stormwater runoff from new development and redevelopment projects, including any specific priority areas for this program, and modifications completed during the reporting period.	Every Annual Report	II.B.2.i.v.a, pg 11	
Include a narrative with a detailed explanation of how the program is specifically tailored for the local community to minimize water quality impacts and maintain pre-development runoff conditions.	Every Annual Report	II.B.2.i.v.b, pg 11	
Include a narrative with a list of non-structural BMPs in the program including: policies, ordinances, incentives, educational programs, and other measures that have been put in to place to minimize the percentage of impervious area after development.	Every Annual Report	II.B.2.i.v.c, pg 11	
Include a narrative that describes the structural BMPs in the program including, storage practices, filtration practices, and infiltration practices.	Every Annual Report	II.B.2.i.v.d, pg 11	
Include a narrative describing what ordinances or regulatory mechanisms are to be used in addressing post-construction runoff from new development and redevelopment and why the mechanism was chosen. Include a copy of the relevant sections.	Every Annual Report	II.B.2.i.v.e, pg 12	
Include a narrative that includes reasonable assurance that long-term operation and maintenance of the selected BMP will take place.	Every Annual Report	II.B.2.i.v.f, pg 12	
Include a narrative with the process to evaluate the success of the program.	Every Annual Report	II.B.2.i.v.g, pg 12	
Include a description of inspection procedures for Site Performance Standards inspections included in SWMP.	Second Annual Report	II.B.2.j.v, pg 14	
Report on water quality improvements achieved due to the verification tracking and enforcement of stormwater policies.	Every Annual Report	VI.A.3.c.vi.b, pg 71	

Report on standards and development planning procedures including inspections and maintenance.	Every Annual Report	VI.A.3.c.vi.b, pg 71	
EXISTING ROADWAYS			
Action Item(s)	Frequency	Section	Responsible Party
Report any updates on the Existing Roadway SWMP element.	Every Annual Report	II.B.3.e, pg 16	
Report on the fully implemented Existing Roadways element.	Second Annual Report	II.B.3.e.i, pg 17	
Report on all improvements to the Existing Roadways element of the SWMP.	Fourth Annual Report	II.B.3.e.ii, pg 17	
Report the number of street sweeping miles/Street sweeping schedule.	Every Annual Report	VI.A.3.c.vi.c, pg 72	
Report the number of litter control activities.	Every Annual Report	VI.A.3.c.vi.c, pg 72	
Report the number of maintenance activities on stormwater structure and roadside ditches.	Every Annual Report	VI.A.3.c.vi.c, pg 72	
FLOOD CONTROL PROJECTS			
Action Item(s)	Frequency	Section	Responsible Party
Include any updates to the Flood Control program.	Every Annual Report	II.B.4.a, pg 17	
Report on the number of flood control projects permitted in the reporting year.	Every Annual Report	II.B.4.b, pg 17	
Assess pollution discharge procedures, processes, and methods to control the discharge of pollutants from Flood Control Projects into water bodies and publicly owned lakes.	First Annual Report	II.B.4.d, pg 17	
Assess the water quality benefits of flood control projects.	Every Annual Report	VI.A.3.c.vi.d, pg 72	
Describe stormwater treatment projects that have been completed, including a description of drainage basin water quality improvements.	Every Annual Report	VI.A.3.c.vi.d, pg 72	
MUNICIPAL FACILITIES			
Action Item(s)	Frequency	Section	Responsible Party
Report on all facility inspections, both high and non-high priority facilities	Fourth Annual Report	II.B.5.a.iii, pg 18	
Report on the implementation of the municipal facilities program to identify measures to monitor and reduce pollutants in stormwater discharges from facilities that handle municipal waste.	Every Annual Report	II.B.5.b, pg 18	
Report on continuing implementation of the SWP3 for all appropriate facilities.	Every Annual Report	II.B.5.b.i, pg 20	
Report on continuing training of the appropriate personnel on SWP3 maintenance, BMP effective implementation, monthly inspection and ongoing record keeping.	Every Annual Report	II.B.5.b.ii, pg 20	
Report the number of inspections completed in reporting year.	Every Annual Report	VI.A.3.c.vi.e, pg 72	
Report the number of monitored facilities.	Every Annual Report	VI.A.3.c.vi.e, pg 72	
Report the number of implemented control measures	Every Annual Report	VI.A.3.c.vi.e, pg 72	

Report the date(s) the annual employee training was held.	Every Annual Report	II.B.5.a.i, pg 18 II.B.5.a.iv, pg 19	
Report the number of attendees or attach the personnel sign in sheet from the training(s).	Every Annual Report	II.B.5.a.i, pg 18 II.B.5.a.iv, pg 19	
APPLICATION OF PESTICIDE, HERBICIDE, AND FERTILIZERS (PHF)			
Action Item(s)	Frequency	Section	Responsible Party
Report on the implementation of the Application of PHF element.	Every Annual Report	II.B.6.e, pg 22	
Report the number of public education activities were held related to PHFs.	Every Annual Report	VI.A.3.c.vi.f, pg 72	
Report the date(s) the annual employee training was held.	Every Annual Report	II.B.6.a.v, pg 21 II.B.5.b.iv, pg 21	
Report the number of attendees or attach the personnel sign in sheet from the training(s).	Every Annual Report	II.B.6.a.v, pg 21 II.B.5.b.iv, pg 21	
ILLICIT DISCHARGES AND IMPROPER DISPOSAL			
Action Item(s)	Frequency	Section	Responsible Party
Report on the illicit connections program and include updates to the program.	Every Annual Report	II.B.7.b.v, pg 23	
Report on the success of the illicit discharge portion of ordinances or other regulatory mechanisms. Include any recommended changes to the ordinance or programmatic activities in the assessment.	Fourth Annual Report	II.B.7.b.vii, pg 23	
Assess the effectiveness of the Field Screening component of the illicit discharge and improper disposal element to determine if the level of effort is adequate in attaining the effective prohibition of non-stormwater discharges into the MS4.	Second Annual Report	II.B.7.c.iii, pg 24	
Implement changes to the program, after the assessment of the effectiveness of the Field Screening component, based on where updates are found to be necessary.	Fourth Annual Report	II.B.7.c.iii, pg 24	
Maintain a log of activities for eliminating septic system failures, summarize the activities, and report them.	Every Annual Report	II.B.7.g.v.c, pg 27	
Include a summary of the citizen complaint log documenting all reports of illicit discharges and what actions were taken to investigate and resolve the problem.	Every Annual Report	II.B.7.i.iii, pg 28	
Report on all training and follow up training provided. Include a summary of training activities and a list of personnel who received the training.	Every Annual Report	II.B.7.j.vi, pg 28	
Include the latest system map.	Every Annual Report	VI.A.3.c.vi.h, pg 72	
Report on the inspections, investigations, and enforcement actions related to spill response.	Every Annual Report	VI.A.3.c.vi.h, pg 72	
Report on the inspections, investigations, and enforcement actions related to illicit discharges or illicit connections either found during field screening reported by the public.	Every Annual Report	II.B.7.d.vi, pg 26 VI.A.3.c.vi.h, pg 72	
Report on the inspections, investigations, and enforcement actions related to oil and household hazardous waste.	Every Annual Report	VI.A.3.c.vi.h, pg 72	

Report on the inspections, investigations, and enforcement actions related to sanitary sewer and septage seepage.	Every Annual Report	VI.A.3.c.vi.h, pg 72	
Report on the inspections, investigations, and enforcement actions related to effective prohibition.	Every Annual Report	VI.A.3.c.vi.h, pg 72	
INDUSTRIAL RUNOFF			
Action Item(s)	Frequency	Section	Responsible Party
Include a list of active industrial users in Richland County	Every Annual Report	II.B.8.e.i, pg 31	
Report on steps that will be taken, during the next reporting period, to effectively address runoff from the sites for any monitoring data that indicates runoff pollution attributable to industrial runoff.	Every Annual Report	II.B.8.e.ii, pg 31	
Report the number of updated documents, procedures, and programs (findings of Section II.B.8.a, b, & c).	Every Annual Report	II.B.8.e.iii, pg 31	
Include a detailed analyses on the monitoring for industrial runoff element.	Fourth Annual Report	II.B.8.e.iv, pg 31	
Include the percent of industrial facilities inspected during the reporting period.	Every Annual Report	II.B.8.e.v, pg 31	
Report the number of inspection activities conducted in the reporting year.	Every Annual Report	II.B.8.e.iii, pg 31, VI.A.3.c.vi.h, pg 72	
Report on the results of monitoring completed during inspection year.	Every Annual Report	II.B.8.e.iii, pg 31, VI.A.3.c.vi.h, pg 72	
CONSTRUCTION SITE RUNOFF			
Action Item(s)	Frequency	Section	Responsible Party
Report the number of active construction projects in maintained inventory.	Every Annual Report	II.B.9.c.i, pg 34	
Include a summary of procedures on the plan to conduct presentations to professional organizations associated with the construction industry to discuss proper site management for water quality.	First Annual Report	II.B.9.c.v.f, pg 36	
Report on the effectiveness of the Stormwater Management Division ERP.	Every Annual Report	II.B.9.e.i, pg 37	
Report on any improvements made to the SOP for the Construction Site Runoff element that: <ul style="list-style-type: none"> a. Standardize the enforcement escalation procedures for non-compliant sites b. Implement the SOPs for conducting inspections c. Implement the schedules for inspections, including, but not limited to frequency and triggers d. Implement the SOPs for contacting other County agencies regarding MS4 items e. Document inspection and enforcement activities for each active site 	Every Annual Report	II.B.9.e.ii, pg 37	
Report the number of trainings held and number of attendees at trainings during reporting year.	Every Annual Report	VI.A.3.c.i, pg 72	
Report the number of certified construction site operators during reporting year.	Every Annual Report	VI.A.3.c.i, pg 72	

Report the number of inspections completed in reporting year.	Every Annual Report	VI.A.3.c.i, pg 72	
Report the number of enforcement actions taken during reporting year.	Every Annual Report	VI.A.3.c.i, pg 72	
PUBLIC EDUCATION AND PUBLIC PARTICIPATION			
Action Item(s)	Frequency	Section	Responsible Party
Assess the stormwater education/outreach program annually and adjust their educational materials and the delivery of such materials to address findings resulting from these assessments.	Every Annual Report	II.B.10.a.i.k, pg 39	
Include the pollution reductions expected from the BMP specified.	First Annual Report	II.B.10.a.vii, pg 40	
Include an assessment of the progress in public awareness and behavior with respect to the targeted POC resulting from the implementation of the Public Education component of this element.	Fourth Annual Report	II.B.10.a.ix, pg 40	
Provide a summary/annual assessment of public participation and education activities.	Every Annual Report	VI.A.3.c.j, pg 72	
WQBEL			
Action Item(s)	Frequency	Section	Responsible Party
Report on water quality results from measures implemented under the WQBEL provisions, II.A.2.a-b.	Annually Starting in the Second Annual Report	III.A.2.c, pg 51	
Include the determination of whether discharges from the MS4 contribute directly or indirectly to water bodies with impaired WQMS as listed in 2014 303(d) list.	First Annual Report	III.A.3.a, pg 52	
Report on the progress on implementation and DO reductions.	Every Annual Report	III.A.3.b.ii, pg 52	
Report on the progress on implementation and <i>E. coli</i> reductions.	Every Annual Report	III.A.3.c, pg 52	
Report on the corrective course of action and water quality improvements in WQMS impaired for BIO.	Every Annual Report	III.A.3.d.iii, pg 52	
Report on water quality improvements in WQMS impaired for Cu.	Every Annual Report	III.A.3.e.ii, pg 52	
Identify contribution of pollutants to sensitive water bodies from the MS4. For any specific parameter(s) in the WQS of the Sensitive Waters identify potential pollutants or surrogate parameters.	First Annual Report	III.A.4.a.i, pg 53	
Report on the attainment of intended uses and maintenance of water quality standards.	Every Annual Report	III.A.4.b.f, pg 54	
Report on the progress on WQBEL implementation and pollutant reductions.	Every Annual Report	III.A.5, pg 54	
Identify which parameters will be excluded based on the evaluation of previous data.	First Annual Report	III.B.1.e, pg 56	

MONITORING			
Action Item(s)	Frequency	Section	Responsible Party
Include a schedule for completing and submitting TMDL Implementation Plans based on the prioritized existing TMDLs listed in Appendix C of the Permit.	First Annual Report	IV.B.1, pg 57	
Submit TMDL Implementation Plans, including WQBEL, as prioritized and scheduled (first four TMDLs).	Second Annual Report	IV.B.2, pg 57	
Submit TMDL Implementation Plans, including WQBEL, as prioritized and scheduled (second four TMDLs).	Third Annual Report	IV.B.3, pg 57	
Submit TMDL Implementation Plans, including WQBEL, as prioritized and scheduled (last five TMDLs).	Fourth Annual Report	IV.B.4, pg 57	
Report on the progress of the characterization of the relative pollutant levels, for each POC, from various MS4 discharges to TMDL waters. Include resulting data following the commencement of monitoring for TMDL pollutant characterization.	Every Annual Report	IV.B.5.b.i.a.8, pg 58	
Include any updates made to the TMDL Monitoring and Assessment Plans.	Every Annual Report	IV.B.5.b.i.b.3, pg 58	
Report on any progress made to the TMDL Monitoring and Assessment Plans.	Every Annual Report	IV.B.5.b.i.b.4, pg 58	
Report on BMP implementation activities as required under Section IV.B.6.e.i-iii.	Every Annual Report	IV.B.6.e.iv, pg 59	
Report on progress on TMDL Implementation. This shall include analysis of the monitoring data, BMP performance, and progress toward the WLA.	Every Annual Report	IV.B.6.f.i-iii, pg 60	
Include a sediment, macroinvertebrate, and dissolved oxygen monitoring plan including a time frame and parameters to be sampled.	Every Annual Report	V.A.3, pg 67	
Determine the extent of any impairment, or adverse water quality impact caused by pollutants found in biosurvey data, as qualified in V.A.3.a and report these findings in the overall MS4 water quality assessment.	First Annual Report	V.A.3.a.i, pg 67	
Establish a corrective course of action to address adverse water quality impacts caused by MS4 pollutants found in biosurvey data. Evaluate and update the monitoring program, if necessary.	Second Annual Report	V.A.3.a.ii, pg 67	
Report on the progress of the permitted activities in correcting adverse water quality impacts caused by MS4 pollutants found in biosurvey data, after the course of action needed to correct the adverse water quality impact caused by MS4 pollutants found in biosurvey has been undertaken.	Fourth Annual Report (Renotification)	V.A.3.a.iii, pg 68	
Evaluate and submit a report on BMP performance based on monitoring results done to prioritize the sampling for the last two years of the permit.	Fourth Annual Report (Renotification)	V.A.3.a.iv.d, pg 68	
Revise the plan during the first half of the fifth year and submit these revisions, based on findings in the evaluation of BMP performance,	Fourth Annual Report (Renotification)	V.A.3.a.iv.f, pg 68	

Discuss the progress and results of the monitoring programs required under Parts II, III, and V. Include a summary of the monitoring program developed and implemented under Parts IV and V of the Permit.	Every Annual Report	VI.A.e, pg 73	
Report on a summary statement of the objective of each monitoring project included under the program.	Every Annual Report	VI.A.e.i, pg 73	
Include a charge of the data from the monitoring completed.	Every Annual Report	VI.A.e.ii, pg 73	
Discuss any results or conclusions derived from the monitoring completed.	Every Annual Report	VI.A.e.iii, pg 73	
Discuss the monitoring program revisions that are summarized elsewhere in the report.	Every Annual Report	VI.A.e.iv, pg 73	
Provide and in-depth analyses of water quality trends.	Every Annual Report	VI.A.e.v, pg 73	

Appendix D –Richland County MS4 Permit Correspondence with SCDHEC

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Appendix B: Water Quality Monitoring Report

Richland County Stormwater Management Division
400 Powell Rd. Columbia, SC 29203
Tel 803-528-2465



WATER QUALITY MONITORING REPORT

FY 2017/2018

Prepared for Richland County, the City of Forest Acres and the Town of Arcadia Lakes. Reporting period; July 1, 2017 through June 30, 2018.

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WATER QUALITY MONITORING REPORT

1 Monitoring Summary

1.1 PROGRAM OVERVIEW

Richland County has developed a comprehensive water quality monitoring program as part of its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Phase I regulatory compliance requirements, consisting primarily of wet weather, in-stream, sediment, dissolved oxygen, and benthic macroinvertebrate monitoring. These monitoring approaches are used to support the County's impaired waters, TMDL, and sensitive waters monitoring programs.

This report summarizes sampling events and activities performed during the second year of the County's second cycle NPDES permit, from July 1, 2017 through June 30, 2018 (sampling period). The primary focus of this report is on data results obtained during this sampling period, however, comparisons to data collected over the past five years are also drawn. It should be noted, however, that many of the County's monitoring locations have changed in the past year in response to changes in monitoring requirements outlined in the County's new NPDES permit. Comparisons drawn between this dataset and data collected prior to this sampling period should be assessed cautiously, since changes in individual sampling locations may be driving any changes in the collected data.

The goal of the County's monitoring program is to quantify pollutant concentrations throughout the County and identify trends associated with these pollutants. This report presents a summary of data collection and analysis of pollutant concentrations which may be influenced by the implementation of the stormwater program.

Figure 1 provides a summary of the County's water quality monitoring program and a boundary of the Richland County MS4 and the major watershed management units.

In response to SCDHEC's issuing of its second cycle permit in 2016, the County modified its water quality monitoring plan and has been implementing those required modifications over the last year. The County's current monitoring plan includes three major components:

1. TMDL Monitoring: The County's TMDL monitoring relies upon wet weather sampling at selected outfall locations.
2. Impaired Waters Monitoring: The County's impaired waters monitoring program primarily involves the collection of in-stream water quality samples to characterize conditions in impaired waterbodies. This information is supplemented with macroinvertebrate sample collection,

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sediment sampling, and periodic deployments of continuous DO sensors where appropriate, based upon the pollutant of concern.

3. Sensitive Waters Monitoring: This program includes the collection of macroinvertebrate samples in order to characterize overall stream health on sensitive waterbodies at locations in the County's MS4 area.

This monitoring report summarizes progress made on each of the monitoring programs during the 2017 – 2018 monitoring year. Pollutants are evaluated against existing SCDHEC water quality standards (WQS) or the practical quantitation limit (PQL) for parameters without an applicable WQS. The PQL is the lowest concentration that can be reliably measured within specified limits of precision, accuracy, representativeness, completeness, and comparability during routine laboratory operating conditions, using approved methods.

As part of the monitoring program, the County analyzed annual variations in pollutant concentrations for in-stream monitoring to determine a list of pollutants of concern for use as targets in the education activities and inspection programs. This list of priority pollutants identifies the pollutants that exceeded existing SCDHEC water quality standards (WQS) or the practical quantitation limit (PQL) for parameters without an applicable WQS. The pollutant list was developed based on the total percentage of exceedance of the water quality standard or PQL. These priority pollutants are re-evaluated annually in order to determine the relative percentage of exceedances. This can provide a measurable reduction goal over the long-term implementation of the stormwater program. Additionally, this data can be used to verify loading reductions for existing Total Maximum Daily Load (TMDL) regulatory documents within the County.

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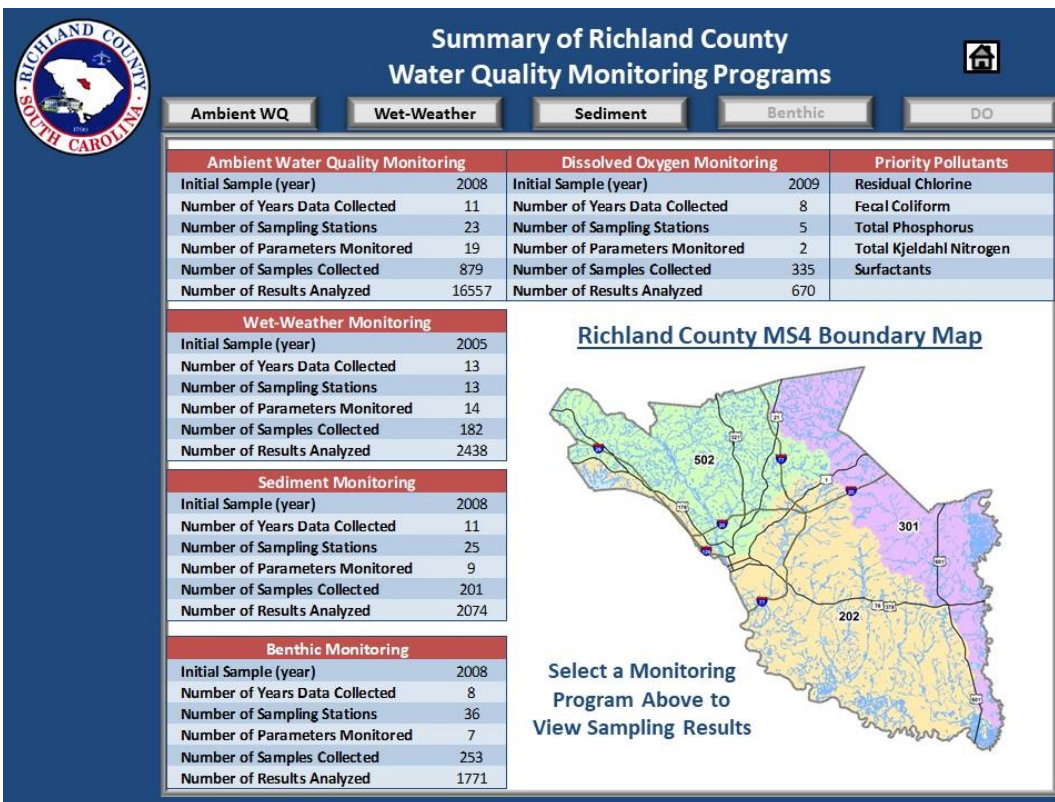


Figure 1

1.2 WATER QUALITY TRENDS

The County's monitoring program continues to collect valuable data for the assessment of water quality conditions at strategic locations throughout the County. Under the County's first cycle NPDES permit, the County's monitoring program showed positive direct correlations between a reduction of overall in-stream concentrations throughout the County and a potential overall reduction in stormwater pollutant runoff. Potential reductions in stormwater runoff were reflected in in-stream data even though direct correlation with wet weather data was not found to be statistically significant. Most importantly, annual data collected since the inception of the monitoring program indicates that the County's water quality program may have had a positive impact on in-stream water quality since large variations in pollutant concentrations were significantly reduced over the duration of the County's first cycle permit monitoring program. Most increases in pollutants observed at individual sampling sites were not statistically significant and may have been sampling anomalies based on the point-in-time nature of the sampling methods. The Richland County Stormwater Management Program demonstrated an overall improvement to County waterways throughout the period of record (2005-2017).

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With the development of the County's second cycle NPDES permit, significant revisions to the County's monitoring program were required. As the County's revised monitoring program progresses, evaluations of water quality trends over time will become possible. During this sampling period, many of the monitored water quality parameters showed no or very low exceedance rates of water quality standards and evaluation benchmarks. Several parameters, including total phosphorus (TP) and *E. coli*, did show regularly elevated levels, and continue to be closely monitored under the County's program.

1.3 WHISKER-BOX PLOT EVALUATION

During the 2015-2016 monitoring period, the County switched to a Box-and-Whisker plot evaluation to analyze data. This is a more rigorous type of evaluation. In this type of analysis, each pollutant is evaluated for the length of the monitoring period. Statistical analysis is performed to determine the 25th, 50th and 75th percentile, median, and the extreme high and low values for each parameter. These values are then compared to SCDHEC water quality standards and PQLs in order to identify any parameters of concern in each of the County's monitored WMUs. As an example, if a pollutant has a consistently high concentration that exceeds the SCDHEC water quality standard, the median as well as 75th percentile will exceed this standard. This provides the County with data that identifies specific areas of concern that can be targeted for future investigation or Best Management Practice (BMP) implementation. To provide further detail in this analysis, the County has broken the data sets into sub-watersheds to give additional information with respect to specific impairment areas. Figure 2 below illustrates a whisker-box plot and the corresponding statistics represented.

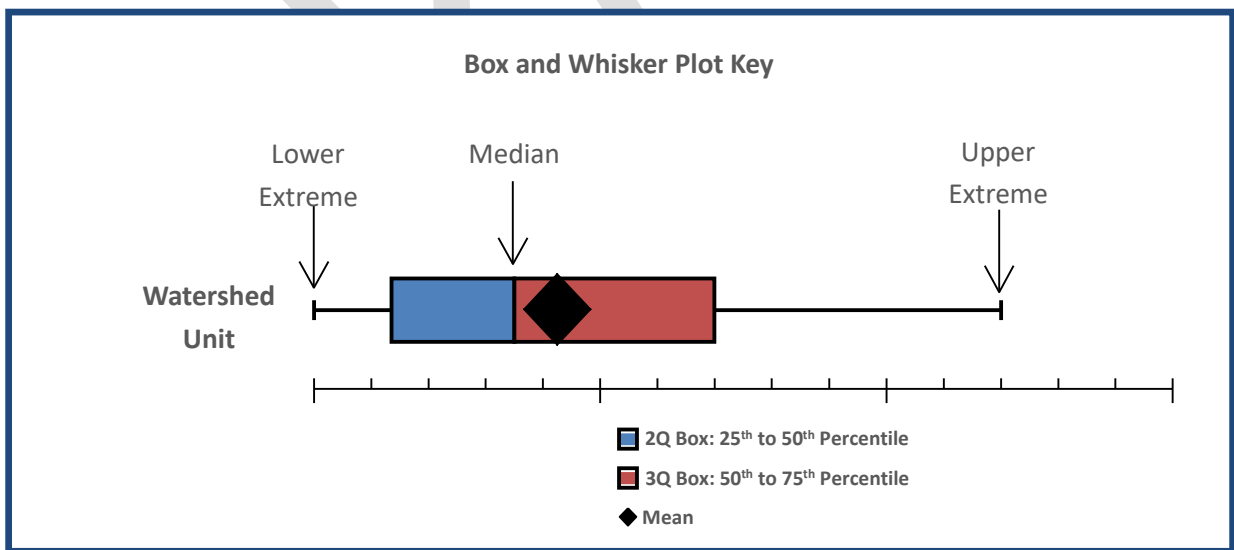


Figure 2

WATER QUALITY MONITORING REPORT

1.4 WATER QUALITY MONITORING DATABASE AND DASHBOARD

The Richland County Water Quality Database was developed in order to store the water quality data collected under the County's in-stream water quality (ISWQ), sediment (SED) and wet weather (WW) monitoring programs. The database output is housed in a series of Analysis Spreadsheets, and the data is organized by parameter, according to overall watershed, smaller WMUs and specific sampling locations. The Water Quality Dashboard provides an interactive graphical interface to present the data, using a PowerPoint format. The Dashboard creates summary figures and charts that report water quality monitoring results. These results are discussed in the body of this report, and the dashboard figures are all include in Appendix A.

Linked objects (maps, charts and graphs) pull data from the Analysis Spreadsheets into the Dashboard. Watershed boundaries and sampling locations are shown on the linked maps. The Dashboard presents the data on labeled charts and graphs in a manner that makes it easy to compare data across years and view statistical measures of the dataset on a county-wide basis as well as on a WMU basis. The Dashboard provides these figures for every monitored parameter. The Dashboard can also be used to look at all of the parameters in a given watershed to compare overall water quality at that location. Data can be viewed by clicking on a particular WMU on the map, the monitoring program (ISWQ, SED, WW) and the specific parameter of interest (ammonia, aluminum, fecal coliform, etc).

Data is presented in calendar year annual average format, and also includes a box and whisker plot analysis that shows statistical parameters for the data including extremes, percentiles, and median results for each data set over the entire period of record. It also presents information comparing SCDHEC water quality standard exceedances or Practical Quantitation Limits (PQL) exceedances for the current year as well as on a historical basis. Additional information can be found in the Richland County Water Quality Monitoring Database and Dashboard User Guide, dated November 2016.

Data across the monitoring record should be interpreted with caution. While the Dashboard summarizes all data collected in each WMU for every monitoring year, the County's monitoring program was adjusted significantly based upon its recently issued NPDES permit, so individual monitoring stations within each WMU changed in the 2017 – 2018 timeline.

While ISWQ, SED and WW data are stored in the Database and presented in the Dashboard, to date the benthic macroinvertebrate, dissolved oxygen (DO) sonde data, and *E. coli* data have been stored and analyzed in spreadsheets separate from the Database, and are presented in the annual report. The Dashboard currently has placeholder slides labeled "under construction" for the

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benthic and DO programs. (Note that grab samples for DO are collected under the ISWQ program, and this data is stored in the Database and presented in the Dashboard. See Section 7 for further information on DO sonde data.) As the County's monitoring programs continue to develop, the Dashboard can be used to more easily identify areas of the County that have consistent or repetitive water quality concerns, and present information to staff and stakeholders.

DRAFT

2 Requests for Sampling Program Exclusions

Part III.B Exclusion from Sampling and Analytical Monitoring of the County's NPDES permit allows the County to exclude sampling for pollutants outlined in SC R. 61-9 122.26(d)(2)(iii) if data collected over previous permit terms indicates a need to reduce or exclude a parameter. In 2017, Richland County submitted the set of program exclusion requests below based on previous monitoring data. These parameters were removed from the monitoring program, or sampling frequency was reduced, as indicated below.

2.1 OUTFALL WET WEATHER

For parameters outlined in Table 111.B.1.a in the permit, the County requested to eliminate Cadmium due to infrequent detection in monitoring data.

2.2 IN-STREAM MONITORING

For parameters outlined in Table 111.B.1.b, the permit allows the County to decrease sampling to bi-annually if previous monitoring results or other technical factors demonstrate that WQS are met, as applicable, and intended uses are attained. The County requested to decrease sampling to bi-annually for the following parameters:

- Fluoride – Due to infrequent detection and absence of sources under MS4 control;
- Chlorophyll – These results have been very low across the board. The County requested an exclusion of chlorophyll from all watersheds except Gills Creek. Because Gills Creek has a DO TMDL, and algae (indicated by chlorophyll) play a role in low DO conditions;
- Nitrate-Nitrite: Due to frequent low results;
- Residual Chlorine – The County does not operate a water system, which would be the primary contributor of chlorine to waterways. The County's IDDE program is formatted to detect and eliminate water line breaks draining through the MS4.

2.3 SEDIMENT SAMPLING

Due to the low variability in concentrations measured under the sediment sampling program, the County requested to reduce monitoring frequency for this program to once per permit cycle.

3 Monitoring Program Components

As described in Section 1.1, Richland County's revised monitoring program includes three main components: TMDL Monitoring, Impaired Waters Monitoring, and Sensitive Waters Monitoring. To meet the goals of each of those programs, the County uses a combination of wet weather, in-stream, sediment, and DO monitoring.

3.1 TOTAL MAXIMUM DAILY LOADS

There are five watersheds with an approved Total Maximum Daily Load (TMDL) in Richland County. Within those five watersheds are 13 separate DHEC water quality monitoring stations. All TMDLs are for *E. coli* bacteria and one TMDL also has DO as the pollutant of concern. In compliance with its current NPDES permit, the County has set a schedule prioritizing TMDL watersheds for TMDL Implementation Plans. This schedule is contained in the County's monitoring plan, and a copy is presented in the table below.

To meet monitoring requirements for TMDL watersheds, the County is using a wet weather outfall monitoring approach to assess water quality conditions prior to and following the implementation of a stormwater BMP. Where possible, and in compliance with its NPDES permit, the County maintained existing outfall monitoring stations from its previous monitoring program. Data collected at these stations during the previous permit term will be used as baseline data for these TMDL implementation plans. Where necessary, the County has identified or is in the process of identifying new monitoring locations to meet new permit requirements. During this monitoring year, the County identified a new outfall station for monitoring with the SCDHEC C-017 station watershed and began sample collection at all stations included in Group T-2018. As BMPs are implemented in the TMDL Monitoring watersheds, sample data will be analyzed to assess the impacts of the implemented BMPs on reducing impacts from MS4 discharges.

For any newly established TMDLs, a monitoring and assessment plan will be developed within twelve months of the TMDL development.

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TMDL Implementation Plan Schedule					
TMDL Prioritization Group	TMDL Implementation Plan Finalized	Monitoring Start Date (on or before)	TMDL Watershed	SCDHEC Station Listed in TMDL	Richland County Monitoring Station
Group T-2018	November 1 st , 2018 with 2 nd Annual Report	Nov 1 st , 2018	Lower Broad Fecal TMDL	RS-06003	Existing County Outfall Station, 502-08D3-5
			Lower Broad Fecal TMDL	B-110	Existing County Outfall Station, 502-34E2-3
			Gills Creek Fecal & DO TMDL	C-001	Existing County Outfall Station, 202-36B1-2 or 202-35C4-1
			Gills Creek Fecal & DO TMDL	C-017	New Outfall Station
Group T-2019	November 1 st , 2019 with 3 rd Annual Report	Nov 1 st , 2019	Twenty-five Mile Creek Fecal TMDL	CW-229	New Outfall Station To Be Determined
			Cedar Creek Fecal TMDL	B-320	New Outfall Station To Be Determined
			Lower Broad Fecal TMDL	B-316	New Outfall Station To Be Determined
			Gills Creek Fecal & DO TMDL	C-048	New Outfall Station To Be Determined
Group T-2020	November 1 st , 2020 with 4 th Annual Report	Nov 1 st , 2020	Lower Broad Fecal TMDL	B-280	New Outfall Station To Be Determined
			Lower Broad Fecal TMDL	B-834	New Outfall Station To Be Determined
			Lower Broad Fecal TMDL	B-337	New Outfall Station To Be Determined
			Lower Broad Fecal TMDL	B-350	New Outfall Station To Be Determined
			Spears and Kelly Creeks Fecal TMDL	CW-155	New Outfall Station To Be Determined

3.2 IMPAIRED WATERBODIES

Impairments identified in the 2014 303(d) list are included in Appendix D of the County's NPDES MS4 Permit. In addition to these, the County identified three stations listed as impaired on the 2016 303(d) list that receive drainage from the County. These are included in the County's Impaired Waters monitoring plan as well. Where possible, and in compliance with its NPDES permit, the County

WATER QUALITY MONITORING REPORT

maintained existing in-stream sampling stations from its previous monitoring program. Data collected at these stations during the previous permit term will be used as baseline data for these stations. Where necessary, the County has identified or is in the process of identifying new monitoring locations to meet new permit requirements. During this monitoring year, the County identified 1 new in-stream sampling location to meet the requirement of sampling within the watershed draining to the impaired SCDHEC station S-950.

The first two groups of impaired monitoring stations are being monitored as part of the county's wet weather program in order to determine if any part of the MS4 contributes directly and/or indirectly to the impairments listed. In order to assess stream health at these stations, the County collects in-stream samples at these locations seasonally for a broad range of parameters. In addition to this in-stream sample collection, waterways with a biological impairment are sampled biennially for macroinvertebrates and once per permit term for sediment constituents, in order to provide a more complete picture of stream health. In waterways with a DO impairment, periodic deployments of the County's continuous data sonde are scheduled to characterize DO concentrations over week long periods.

3.3 SENSITIVE WATERS

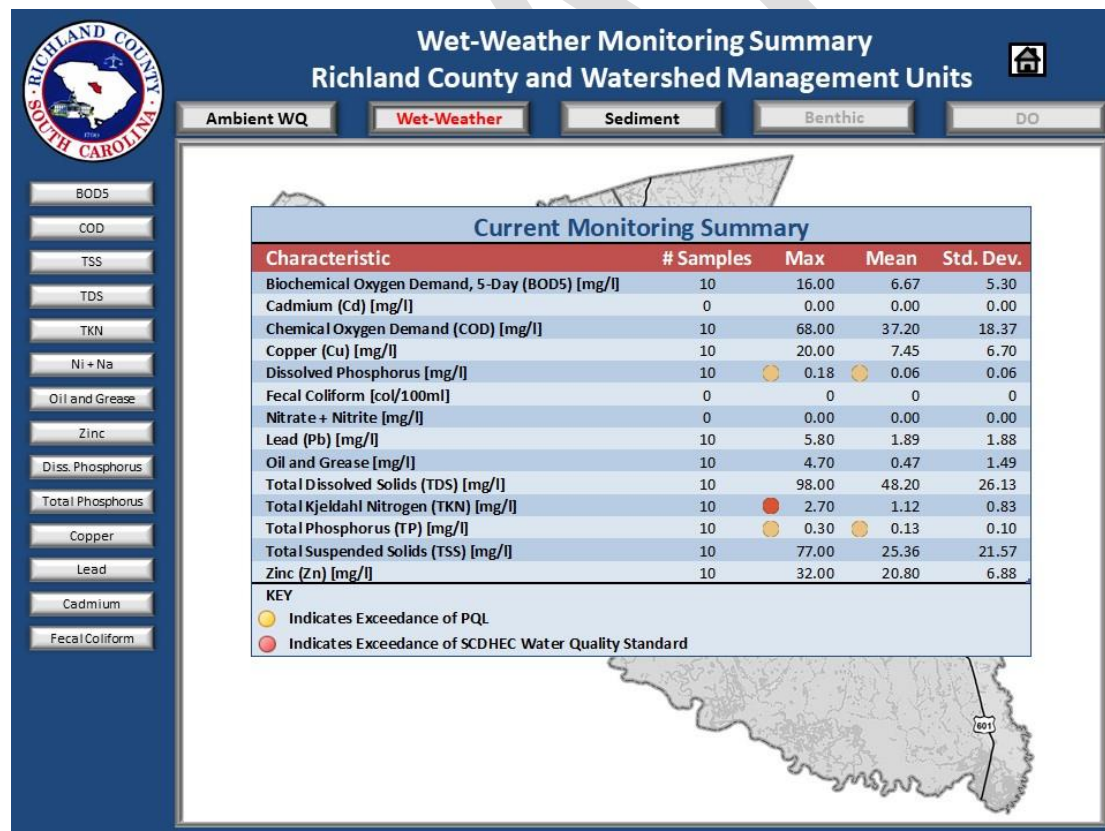
Appendix E of the County's NPDES permit identified all classified waters in Richland County. On November 29th, 2017, the County submitted a letter to SCDHEC outlining its proposed approach for satisfying sensitive waters permit requirements, which departs from the permit language requirements. Following this approach, the County plans to conduct macroinvertebrate sampling once per permit term on sensitive waters at locations shortly upstream from the Congaree National Park boundary. Results from this sampling will better inform the County regarding the health of the waterways in areas potentially impacted by the County's MS4 activities.

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4 Wet Weather Sampling

4.1 OVERVIEW

Richland County's wet weather monitoring program has been in place since 2005. Under the County's previous permit, this program included the collection of wet weather (storm) data from 12 sampling stations throughout the three WMUs (WMU 202, WMU 301 and WMU 502) within the County. Under the County's new permit, the wet weather sampling program has been continued and is now used as the primary means of monitoring TMDL watersheds. Where possible, the County maintained previously existing stations for this purpose, but many of the County's wet weather sampling stations are being relocated to accommodate the new permit requirements. The Stormwater Management Division has developed strict data collection protocols to allow for repeatable and accurate sampling locations and data collection methods. Wet weather data collection involves one grab sample and three composite samples at each station via automatic sampler to develop a time composite sample for laboratory analysis. This composite sample represents an average concentration of pollutants over the period of the storm event.



WATER QUALITY MONITORING REPORT

4.2 WET WEATHER ANALYSIS

Wet weather monitoring data has the highest variability of the monitoring activities undertaken by the County. Factors such as watershed landuse, storm intensity, storm duration, antecedent precipitation conditions, seasonal variability and land based activities can significantly influence the concentration of each pollutant during a given storm event.

Below is an analysis of the monitoring results related to the County's pollutants of concern. This analysis provides a broad summary of the wet weather sampling results in the County's major WMU's using the developed monitoring dashboard. Sample data collected under the wet weather monitoring program will primarily be used to evaluate each individual monitored watershed prior to and following BMP installation as part of each TMDL Implementation Plan. More in-depth and site specific data analysis for this program will be conducted within each TMDL Implementation Plan, rather than within this broad summary report. Summary figures displaying annual averages and box-and-whisker plots are available in Appendix A.

1. Total Suspended Solids (TSS)

Overall, historic TSS levels in the County's monitoring program have averaged 20 – 30 mg/L in each WMU. In this sampling period, the highest annual average TSS concentration was in WMU 202, which recorded an average across sites of 40 mg/L.

2. Total Kjeldahl Nitrogen

The WMU annual average values for TKN in 2017 and 2018 all fell below 1.5 mg/L. While there is no state standard set for TKN or for in-stream nitrogen, a TN standard of 1.5 mg/L has been set by SCDHEC for lakes in the Piedmont and Southeastern Plains ecoregions, which encompass Richland County. Comparing the County's average TKN values to this standard as a benchmark suggests that TKN concentrations in stormwater runoff are not a high concern.

3. Oils and Grease

Oil and Grease samples were collected at wet weather monitoring stations located in WMU 202 during the sampling period. The average oil and grease level was low at 1.2 mg/L, considerably lower than levels measured in previous years.

4. Zinc

Needs to be updated following resolution of units discrepancy.

5. Total Phosphorus

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Historically, TP concentrations measured at the wet weather monitoring stations have overall shown the highest concentrations in WMU 502. In the 2017-2018 sampling period, TP samples were collected in WMU's 202 and 502, and again WMU 502 recorded high TP concentrations overall. In the 2018 monitoring year, the average wet weather TP concentration exceeded the SCDHEC Water Quality PQL of 0.06 mg/L. In this sampling period, TP concentrations were consistently elevated at the monitoring station located in Hollingshed Creek, and this site may bear further investigation to determine the source of these elevated concentrations.

6. *E. coli*

E. coli concentrations exceeded the state maximum standard of 349 MPN/100mL in all but one of the 12 wet weather events sampled in this reporting period. *E. coli* is a pollutant of concern in MS4 discharges, though several factors could contribute to the high levels. The surrounding land use, date of last rain fall, and potential build up of bacteria are all factors which might contribute to variable and high bacteria levels. As additional TMDL Implementation Plans are developed, the County may be able to better identify potential sources.

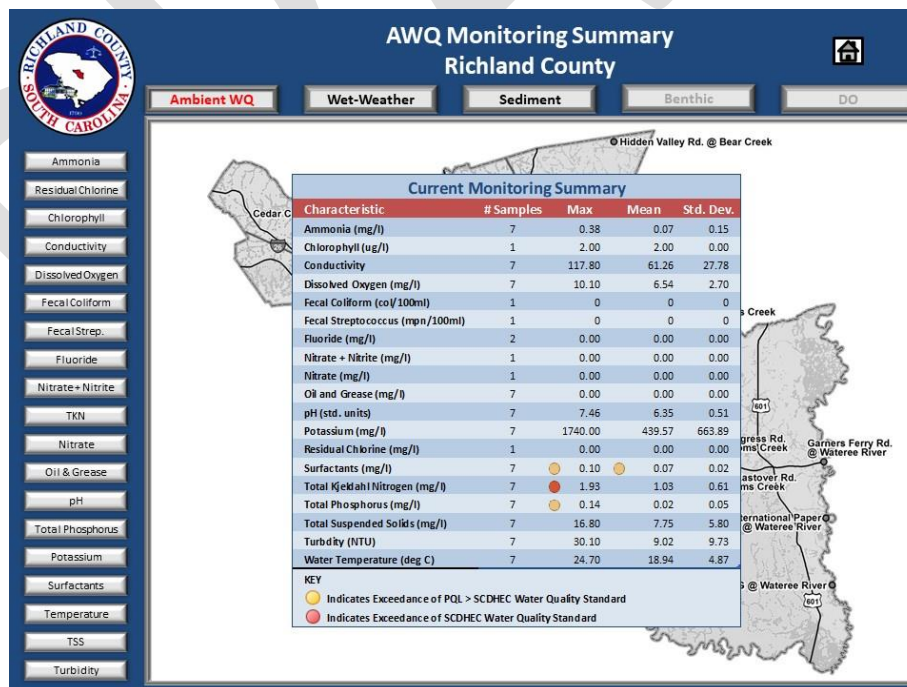
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5 In-stream Sampling

5.1 MONITORING SUMMARY

The goal of the in-stream water quality monitoring is to identify and monitor impaired water bodies in Richland County. Water bodies were originally selected using the 2008 SCDHEC 303(d) list. The goal was to include at least one site on each water body and for that location to complement previous sampling efforts by SCDHEC. Under its second cycle NPDES permit, Richland County has revised its in-stream monitoring strategy to align with permit requirements for monitoring impaired watersheds. In this process, existing monitoring stations have been maintained where possible and new monitoring stations have been established where necessary. The County's monitoring plan includes monitoring of impaired waterways listed in the NPDES permit, which was based on the 2014 303(d) list, as well as monitoring for waterbodies listed as impaired on 2016 303(d) list, which the County reviewed. In the 2017 – 2018 monitoring year, the County began collection of in-stream samples at its first group of impaired water quality monitoring stations, as directed by the schedule in its NPDES permit.

A certified laboratory performs the field and lab analysis at the County's in-stream monitoring sites. Monitoring is conducted quarterly with the quarters defined as follows: Quarter 1 (Jan/Feb/March), Quarter 2 (April/May/June), Quarter 3 (July/Aug/Sept), and Quarter 4 (Oct/Nov/Dec). A total of 19 parameters (plus the sampling water depth) are sampled at each in-stream monitoring station.



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5.2 MONITORING ANALYSIS

1. Ammonia

Ammonia levels are frequently below the detection limit in the County's samples. Ammonia levels did show an increase in 2017 and 2018, particularly at stations in WMU 202, largely due to a higher frequency of levels recorded above the detection limit. Overall ammonia levels are still generally low across the county's monitoring stations.

2. Residual Chlorine

Residual chlorine was included on the list of parameters the County submitted for sampling exclusions, as described in Section 2.2. This parameter has been phased out of the County's sample collection protocol over the last year.

3. Chlorophyll

While there is no in-stream standard for chlorophyll established by SCDHEC, there is a lake standard for this parameter of 40 µg/L. The annual average levels of chlorophyll recorded for this parameter were all well below this standard level in the 2017 – 2018 monitoring period. Chlorophyll was among the parameters requested for sampling exclusion and is currently being phased out of the County's sampling program in all watersheds with the exception of the Gills Creek watershed, due to the potential for excess algal growth to contribute to low DO concentrations in this watershed with a DO TMDL.

4. Dissolved Oxygen

The average in-stream DO values during the 2017 and 2018 monitoring years all exceeded the minimum DO standard of 5 mg/L, indicating overall healthy DO conditions in-stream. Of the 56 in-stream DO samples collected during the 2017-2018 sampling period, only 5 values were recorded below the 5 mg/L standard. As discussed in Section 7 of this report, this aligns with results observed under the County's continuous DO monitoring program.

5. Fluoride

As described in Section 2.2 of this report, fluoride has been removed from the County's set of sampling parameters under its request for sampling exclusions.

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6. Nitrate + Nitrite/TKN/Nitrate

As described in Section 2.2 of this report, nitrate-nitrite was removed from the County's set of sampling parameters under its request for sampling exclusions. TKN concentrations measured under the County's in-stream monitoring program averaged below 1.2 mg/L in the 2017 and 2018 monitoring years. While there is no in-stream standard for TKN established by SCDHEC, there is a standard of 1.5 mg/L established by SCDHEC and applicable to lakes in the region. Comparing the TKN concentrations to this standard as a benchmark indicates that TKN concentrations are elevated at these monitoring stations, but are not of high concern.

7. Oil and Grease

Historically the levels of oil and grease detected by the in-stream monitoring program is not statistically significant with only 4% of samples exceeding the Water Quality PQL of 5 mg/L. This standard is used to evaluate any oil and grease levels in the samples as a result of the state narrative standard of no oil and grease in freshwater streams. In the current monitoring year, only 3 of the 56 oil & grease samples, or 5% of samples returned a value above the PQL and the overall average is well below the standard.

Due to the SCDHEC narrative criteria requiring no oil and grease in streams, oils and grease will remain a pollutant of concern.

8. pH

pH readings have consistently improved. During this sampling period, no pH levels were recorded above the maximum standard of 8.5. Of the 56 recorded pH readings, 5 were recorded below the minimum standard of 6.0. Overall, average pH levels have remained relatively consistent across the County's in-stream water quality monitoring program.

9. Total Phosphorus

During this sampling period, the majority of sample results for TP were below the detection limit. While there is no in-stream standard for TP, SCDHEC has established a lake standard for this parameter of 0.06 mg/L for the region. Using this standard as a benchmark for comparison, 22 of the 56 TP samples, or 39% of the samples, collected during this sampling period exceeded this value. It should be noted that the lake standard is not intended to be applied to streams in the state; however, this parameter may be of some concern in the County's waterways.

10. Potassium

Potassium levels recorded during this sampling period were overall very low. Only 3 of the 56 potassium samples recorded concentrations above the detection limit. There is no potassium standard established for comparison. Potassium is not considered a pollutant of concern.

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11. Surfactants

Surfactant levels for the current year are similar to historical year averages overall. In this sampling period, 14 of the 56 collected surfactant samples resulted in a non-detection. However, 55% of the samples collected during this sampling period were above the PQL of 0.05 mg/L, and SCDHEC's narrative criteria states that no surfactants are permitted in streams, so surfactants will remain a pollutant of concern in this program.

12. Turbidity

During this sampling period, only 1 of the 56 collected turbidity samples was above the water quality standard of 50 NTU. Turbidity levels at the County's in-stream sampling stations are not of high concern at this point in time.

13. E. coli

On July 1, 2016 Richland County switched from testing for fecal coliform and fecal strep to *E. coli* exclusively. During the 2017-2018 monitoring period, 55 *E. coli* samples were collected as part of the County's impaired waters monitoring program. Of these samples, 32 resulted in a concentration greater than 126 MPN/100 mL, the monthly average standard established by SCDHEC. This equates to 55% of the collected samples being above the monthly average level established by SCDHEC, reflecting a concern for this parameter in the monitored watersheds. When evaluated against the single sample maximum standard of 349 MPN/100 mL, 10 samples were found to have exceeded this standard, equating to 18% of the collected samples. *E. coli* will remain a pollutant of concern for the County's sampling program, and a focus of its analysis and investigations.

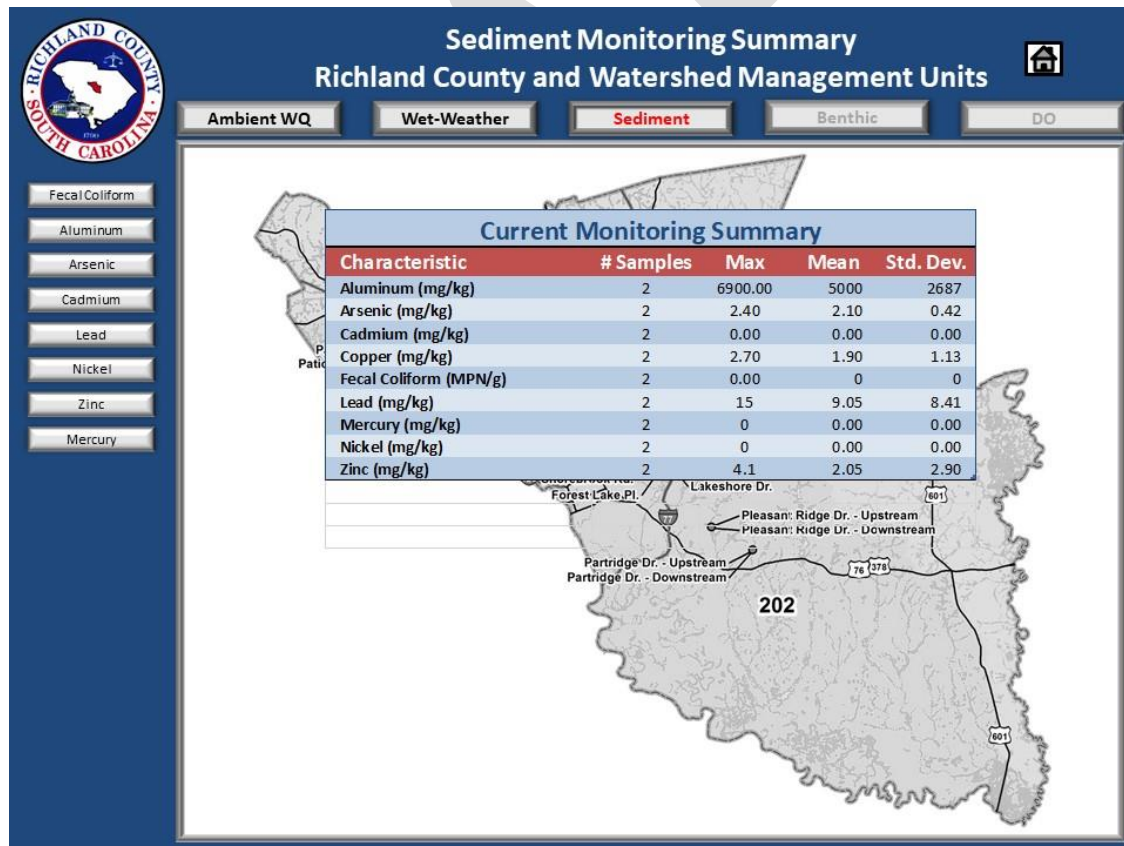
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6 Sediment Sampling

6.1 OVERVIEW

Richland County's monitoring program continues to include periodic sampling of sediment at select locations. In its Requests for Sampling Exclusions summarized in Section 2.3, the County described its decision to reduce sediment sampling frequency to once per permit cycle as allowed in Part III Section B.c.i of its NPDES permit. Under its revised monitoring program, the County collects sediment samples as part of its impaired waters monitoring program on waterbodies impaired for macroinvertebrates, in order to inform the overall health of those waterbodies. When sediment sampling is conducted, the County analyzes nine separate pollutants.

Sediment samples collected during this sampling period showed similar results to those observed in previous years, and are summarized graphically in Richland County's dashboard, provide in Appendix A. The figure below displays the summary of sediment samples included in that dashboard.



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7 Dissolved Oxygen Monitoring

7.1 RICHLAND COUNTY'S DISSOLVED OXYGEN PROGRAM

The NPDES Permit requires that the County routinely deploy DO sondes to assess the diurnal DO minimum in water bodies that are impaired for this parameter. In order to meet this requirement, the Richland County Stormwater Division utilizes YSI 600 OMS V2 Sondes and 650MDS (data loggers) capable of recording this parameter as well as temperature. These periodic deployments take place in the Gills Creek and Crane Creek watersheds. Following the issue of its recent NPDES permit, the County revised its schedule of periodic DO monitoring to align with other station relocations, and the new DO monitoring schedule, identified in the County's monitoring plan, will be followed moving forward.

In the 2017-2018 sampling period, the County's sonde was deployed at 4 monitoring locations a total of 7 times. A combination of excessively low water levels and equipment tampering prevented additional deployments. When deployed, the sonde records DO concentrations at 15-minute intervals, providing the County with a good understanding of the impact of diurnal fluctuations on DO concentrations.

7.2 DO IMPAIRMENTS AND TMDL

The permit requires the County to identify any significant contributions from the MS4 to the DO impairments.

7.2.1 Crane Creek Impairment

The Crane Creek watershed had a DO impairment listed in the SCDHEC 303(d) list. The table below contains statistics for each of the four DO deployments in the Crane Creek watershed conducted during this sampling period. As this data shows, the DO average concentration in Crane Creek remained well above the SCDHEC standard of 5 mg/L, and the minimum concentration observed during each deployment did not drop below 5 mg/L. Two of these deployments took place during the summer season, when temperatures are highest and DO concentrations would be expected to be at their lowest levels. Even during these conditions, DO concentrations did not drop below the SCDHEC minimum concentration.

Monitoring Site and Deployment Period	DO Saturation (%)			DO Concentration (mg/L)		
	Min	Average	Max	Min	Average	Max
Crane Upper - August	62	68	70	5.3	5.9	6.1
Crane Upper - October	65	68	71	5.9	6.3	6.7
Crane Lower - August	66	73	79	5.3	5.8	6.1
Crane Lower - October	60	65	72	5.0	5.4	6.0

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7.2.2 Gills Creek DO TMDL

The Gills Creek watershed has a TMDL established for DO. During the 2017-2018 monitoring period, the County deployed the sonde 3 times in this watershed. The table below summarizes DO statistics for each of these deployments. As this data shows, the average DO concentration remained well above the SCDHEC minimum standard of 5 mg/L, and the minimum concentrations never dropped below this standard either. One of these deployments took place during the summer season, when temperatures are highest and DO concentrations would be expected to be at their lowest levels. Even during these conditions, DO concentrations did not drop below the SCDHEC minimum concentration.

Monitoring Site and Deployment Period	DO Saturation (%)			DO Concentration (mg/L)		
	Min	Average	Max	Min	Average	Max
Gills Upper -September	65	67	69	5.4	5.7	6.0
Gills Lower - August	60	69	81	5.0	5.6	6.6
Gills Lower - October	67	75	82	6.0	7.2	8.1

7.2.3 In-stream Sampling

In addition to the periodic deployments of the County's continuous sonde, DO concentrations are also measured during collection of in-stream samples as part of the County's impaired waters monitoring program. As described in Section 2.2 of this report, the average in-stream DO values during the 2017 and 2018 monitoring years all exceeded the minimum DO standard of 5 mg/L, indicating overall healthy DO conditions in-stream.

Based on data collected under the County's monitoring program in the 2017-2018 period, no significant contributions from the MS4 to the Crane Creek DO impairment or Gills Creek DO TMDL were positively identified. Monitoring will continue in the future to assess any emerging trends.

8 Macroinvertebrate Assessments

The County uses a subcontractor to perform macroinvertebrate community assessments at selected water bodies within the County. The contractor provides a technical memorandum of the assessment with an explanation of the bioclassification and a determination if the stations support aquatic life use. Under its new permit, the County collects macroinvertebrate samples as part of its impaired waters monitoring program, to help assess the health of streams with a biological impairment. Additionally, macroinvertebrate sampling is conducted as part of the County's sensitive waters monitoring program.

During the 2017-2018 sampling year, 32 macroinvertebrate assessments were conducted at County monitoring sites. Of these samples, 9 had an SCDHEC bioclassification of 'poor' and only 3 were assigned a bioclassification score of 'good'. Urbanization is considered a major cause of impact and loss of habitat. Further investigation of the potential causes of the stations not fully supporting aquatic life will be conducted. As the County's program progresses, macroinvertebrate assessment information can be analyzed in conjunction with the County's in-stream samples collected at those sites for a more complete understanding of the water body health.

The full macroinvertebrate assessment is included in Appendix B.

9 Appendix A – WATER QUALITY MONITORING DASHBOARD

DRAFT

10 APPENDIX B – MACROINVERTEBRATE REPORT

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Appendix C: Richland Countywide Stormwater Consortium Annual Report



WITH THE CLEMSON EXTENSION SERVICE



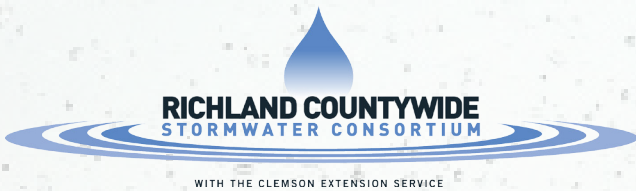
Annual Report of Activities

YEAR 10 / JULY 2017 - JUNE 2018



SEPTEMBER 2018



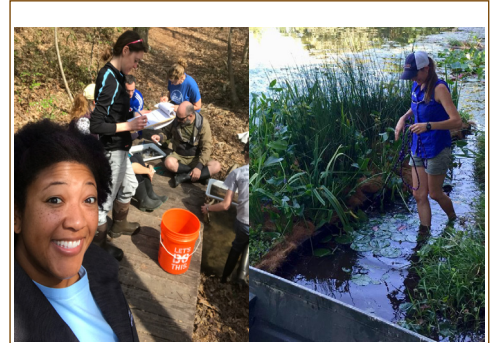


Executive Summary

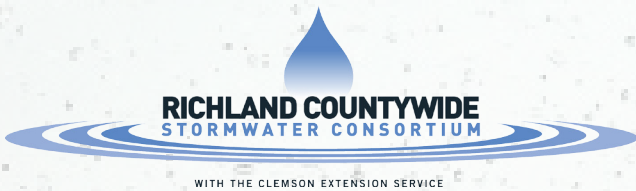
The Richland Countywide Stormwater Consortium works to educate the public about stormwater pollutants and involve people in taking steps to prevent pollutants from entering water bodies. By engaging the public and increasing their awareness, we move people towards permanent behavior change that will positively impact water quality.

The objective of the consortium is to educate the public about stormwater pollutants in accordance with Richland County's MS4 permit. Through a variety of targeted methods, the consortium has successfully implemented a public education program that focuses on the impact of stormwater pollutants and preventing them from entering waterways. During the July 2017 - June 2018 year, the consortium's methods of public engagement and awareness included workshops on green infrastructure, neighborhood programs addressing lawncare, volunteer opportunities, workshops, and school presentations. Informational brochures and media campaigns were distributed to educate the public about the impact of *E. Coli*, excess fertilizers, pet waste, as well as the importance of keeping storm drains clean.

Richland County's water quality monitoring program collects data from 30 sites across the county, and many of those monitoring sites are in impaired watersheds. This monitoring data can be used to develop neighborhood programs and media campaigns tailored to addressing a pollutant in a specific geographic area. That approach will also allow consortium efforts to reach new audiences and discover new methods of engaging residents and assessing their behavior change.



Chenille Williams (left) and Karen Jackson (right) serve as co-coordinators for the Richland Countywide Stormwater Consortium. Karen Jackson is the Richland County Water Resources Agent through Clemson Extension and Chenille works as the Education Program Coordinator for Richland County Stormwater Management Division. Together, Karen and Chenille host a multitude of programs for kids and adults alike. They also provide resources for professional audiences such as contractors, engineers, and municipal staff. Outside of work, both can be found enjoying the outdoors and local community activities.



Year 10 Highlights

- More than 1,700 students were reached throughout the last year. Programs included various talks on healthy watersheds, recycling events, community clean ups, and stream activities.
 - The City of Columbia and Lexington and Richland Counties formed a new partnership with the Columbia Fireflies, allowing their Trash the Poop campaign to reach upwards of 8,500 at the Fireflies' Wag-Along Wednesday (p.6).
 - The Adopt-a-Stream program held five workshops in Year 10, resulting in roughly 60 certifications for the statewide stream monitoring program.
 - Clemson Extension's youth program, 4H₅O, formed a new partnership with Sesquicentennial State Park that will continue in 2019. Students ages 9-14 participated in stream sampling, canoeing, bird identification, and more (p. 10).
 - Clemson launched the first ever Master Rain Gardener course in spring 2018, with a total of 44 participants. This program include online videos, discussions, and presentations and concluded with a field day in James Island (p. 26).
1. Internet resources including Facebook, WaterWays Factsheets, and website: 139,975 reached
 2. Publications, newsletters and articles: 4,302 reached monthly
 3. Festivals and events: 2,579 reached
 4. Presentations: 1,790 reached
 5. Workshops & Trainings: 1,612 reached
 6. CEPSCI Certifications: 1,208 reached
 7. Demonstration sites: 1,900

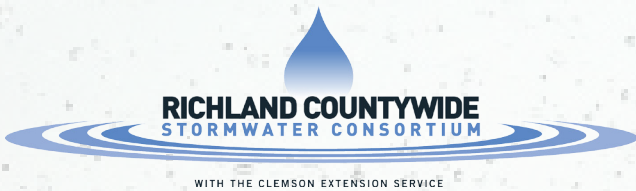
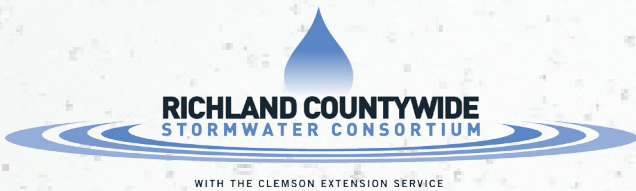


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Community Partners

The Richland Countywide Stormwater Consortium includes Richland County, the City of Forest Acres, and the Town of Arcadia Lakes. These three municipalities operate MS4s (Municipal Separate Storm Sewer Systems), regulated by South Carolina Department of Health and Environmental Control (SCDHEC), Arcadia Lakes and Forest Acres being co-permittees with Richland County. They are committed to a regional effort to provide stormwater education and public outreach and opportunities for public involvement and participation in stormwater pollution prevention. By working regionally, the county, city and town can accomplish far more than they would independently.

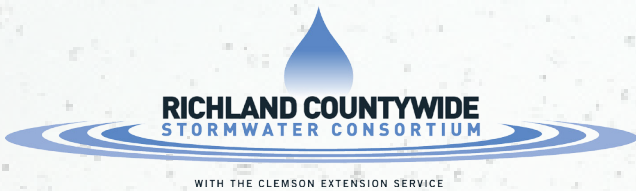
Community Partners

Municipality & Position	Representative
RICHLAND COUNTY	
Stormwater Management	Synithia Williams
Stormwater Education	Chenille Williams
Public Information	Beverly Harris
CITY OF FOREST ACRES	
Administrator	Shaun Greenwood
Assistant Administrator	Andy Smith
TOWN OF ARCADIA LAKES	
Mayor	Mark Huguley
Town Clerk	Christine Murphy



- CE - Carolina Clear
- CEG - Carolina Children's Garden
- CE - Clemson Extension
- COC - City of Columbia
- COG - Central Midlands Council of Governments
- CRK - Congaree Riverkeeper
- GCWA - Gills Creek Watershed Association
- KMB - Keep the Midlands Beautiful
- MG - Richland Master Gardeners

- RBWA - Rocky Branch Watershed Association
- RCAC - Richland County Animal Care
- RCEC - Richland County Conservation Commission
- RCSC - Richland Countywide Stormwater Consortium
- RCSM - Richland County Stormwater Management
- RCSW - Richland County Solid Waste
- RSWCD - Richland Soil & Water Conservation District
- SM - Sustainable Midlands



Education Partners

The Richland Countywide Stormwater Consortium (RCSC), co-facilitated by Richland County Stormwater Management and Clemson Extension is comprised of Richland County, the Town of Arcadia Lakes, City of Forest Acres municipalities, and numerous educational partners. Together these organizations work to support the restoration and protection of healthy waterways in Richland County through outreach, stormwater education, public involvement, and partnerships with local governments, citizens, businesses, schools and organizations.



MISSION STATEMENT

Support the restoration and protection of healthy waterways in Richland County through outreach, stormwater education, public involvement and partnerships with local governments, citizens, businesses, schools and organizations.

1. Develop and implement targeted outreach projects that address the range of stormwater pollutants through collaboration and utilization of local resources.
2. Engage citizens in stormwater management through interactive programs and encourage attitudes that promote environmentally responsible behaviors.
3. Facilitate collaboration among local organizations interested in watershed-related education to best meet the needs of local communities.
4. Increase the availability of tools and trainings for professionals involved with stormwater management and water pollution prevention activities.
5. Utilize local media resources to increase awareness of stormwater quality and water pollution to the general public.





Mission and Goals

Since the formation of RCSC, a plan of action was created through an annual Education Plan with a description of outreach efforts or a multi-year Strategic Plan. The 2016-2018 Strategic Plan identified pollutants of concern (POCs) based on watershed data, MS4 input, and partner priorities. Partners were also given a questionnaire to help target the efforts of the RCSC.

POCs identified, sources of pollution, and target audiences:

Pollutants of Concern

- Sediment
- Nutrients
- Pesticides, herbicides, and fertilizers

Sources of Pollution

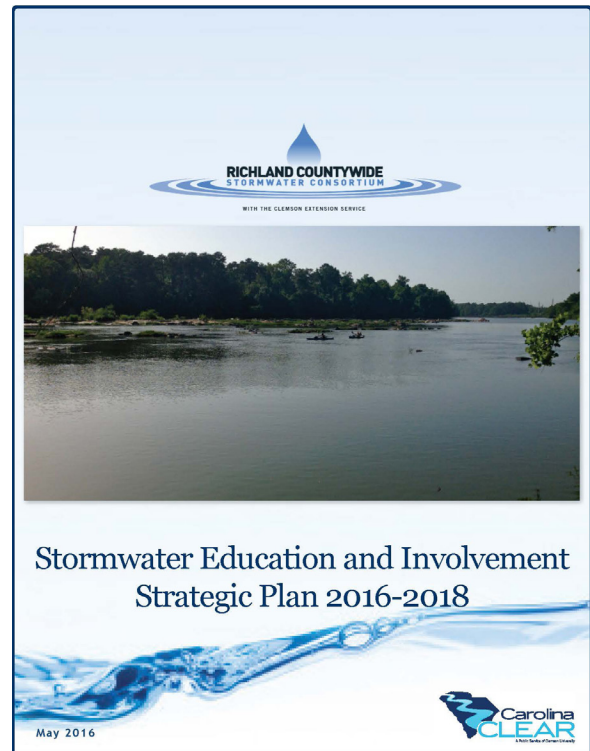
- Construction site run off
- Impervious surfaces
- Lack of knowledge

Target Audiences

- Contractors, Engineers, and Developers
- Homeowners
- General Public

The priority POCs singled out in the questionnaire were paired with POCs designated by SCDHEC to generate the following list of pollutants for targeted outreach activities.

- *E. coli*/Fecal Coliform
- Pesticides, Herbicides, and Fertilizers
- Household Hazardous Waste
- Fats, Oils, and Grease
- Litter
- Sediment



Internet and Social Media

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
CE	Carolina Clear Website	Ongoing	16,223	General Public
CE	Carolina Yards Website	Ongoing	29,956	General Public
CE	Carolina Clear Facebook	Ongoing	20,574	General Public
CE	RCSC Facebook	Ongoing	24,915	General Public
CE	Stormwater Pond Website	Ongoing	33,751	General Public
CE	HGIC WaterWays Factsheets	Ongoing	35,130	General Public

FACEBOOK PAGES	NUMBER OF "LIKES"
Carolina Children's Garden	704
Congaree National Park	11,749
Congaree Riverkeeper	5,952
Gills Creek Watershed Association	1,544
Keep the Midlands Beautiful	2,034
Rocky Branch Watershed Alliance	559
Richland Countywide Stormwater Consortium	280
Richland County Soil & Water Conservation District	517
Sustainable Midlands	2,636

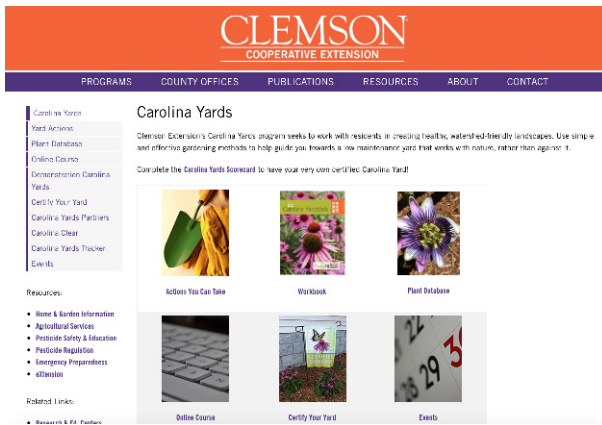


SC WaterWays answering today's water resource challenges for future generations

Rain Garden Plants: Introduction

Choosing Plants Tolerant of Drought and Flooding

The variety of fast-flowing streams in our state and across the Southeast is a result of the unique geology and topography of the region. These streams are vital to the health of the environment, providing habitat for a wide variety of plants and animals. However, as the population grows, the demand for water increases, and the quality of the water is often compromised. One way to improve the health of the environment is to create rain gardens. Rain gardens are small, shallow basins that collect and filter rainwater from roofs, driveways, and parking lots. They help to reduce runoff, improve water quality, and provide habitat for native plants and animals.



CLEMSON COOPERATIVE EXTENSION

PROGRAMS COUNTY OFFICES PUBLICATIONS RESOURCES ABOUT CONTACT

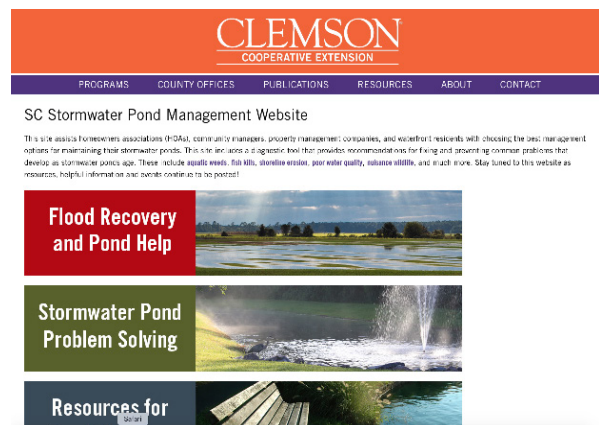
Carolina Yards

Clemson Extension's Carolina Yards program seeks to work with residents in creating healthy, water-friendly landscapes. Use simple and effective gardening methods to help guide you towards a low maintenance yard that works with nature, rather than against it.

Complete the Carolina Yards Scorecard to have your very own certified Carolina Yard!

Actions You Can Take | Workbook | Plant Database

Online Course | Certify Your Yard | Events



CLEMSON COOPERATIVE EXTENSION

PROGRAMS COUNTY OFFICES PUBLICATIONS RESOURCES ABOUT CONTACT

SC Stormwater Pond Management Website

This is a basic stormwater management (BOM) manual for homeowners, property managers, companies, and other residents with questions about stormwater management practices that develop stormwater ponds. These include: site assessment, fill fills, stormwater, pond water quality, volume, and more. Stay tuned to this website as resources, helpful information and best practices are posted!

Flood Recovery and Pond Help

Stormwater Pond Problem Solving

Resources for Pond Management

Television & Radio

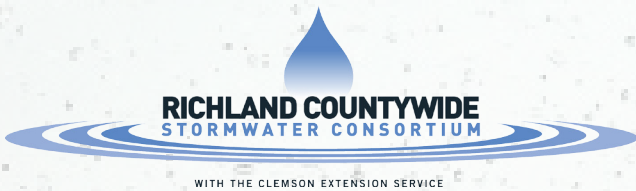
LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
COC, RCSM	Columbia Fireflies Wag-Along Wednesday	5/9/18 & 6/6/18	8,506	General Public
CE	Water quality segments on <i>Making It Grow</i> television show on ETV	Weekly	22,162	General Public



Clemson Extension’s *Making It Grow* airs weekly statewide and provides information on water quality to viewers and chatroom guests alike. Topic range from managing erosion in yards to rain gardens and pond management.



The City of Columbia and Richland and Lexington Counties have joined together to promote their Trash the Poop campaign at Wag-Along Wednesday with the Columbia Fireflies. This event encouraged pet owners to pick up after their pets and also spread awareness on the impacts to water quality pet waste can have.



Public Education

Statewide Media

A statewide effort was made to encourage pond owners to maintain their pond healthy by establishing and maintaining shoreline buffers. In Richland County, this commercial began airing in the spring of 2016 on WLTX and has continued since. The commercial is available through the Carolina Clear YouTube Channel at www.youtube.com/carolinaclear. Viewers are encouraged to take simple actions:

1. Raise mowers and mow less often along the shoreline,
2. Create a fertilizer and herbicide-free zone around the full perimeter of your pond,
3. Plant pond-friendly and native plants along the shoreline to prevent erosion and bank loss,
4. Do not feed Canada Geese, as high fiber foods like bread upset their simple digestive system (and encourage them to break their natural migration pattern).
5. Be responsible about stormwater runoff up-gradient of your pond by soil testing and fertilizing only as recommended for plant growth.

Clemson Extension's Healthy Landscapes, Healthy Ponds billboard was placed in twenty-one locations throughout the state in late 2016 - early 2017. As of 2018, Richland County has received four billboards placed on heavily traveled roadways, with an average of 784,115 weekly views! This billboard was designed with direct feedback from focus groups as part of the SC Sea Grant Stormwater Pond Collaborative State of the Knowledge report.



The Healthy Landscapes, Healthy Ponds billboard was placed in high-traffic locations in Richland County.

Newspaper, Magazine, Online Articles, and Newsletters

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
CE	<i>Watershed Moments</i> e-newsletter	Quarterly	423	General Public
GCWA	<i>GCWA Big Splash</i>	Monthly	879	General Public
RSWCD	Richland Soil & Water Conservation District e-newsletter	Monthly	1,600	General Public
CRK	River Watch	Monthly	1,400	General Public



Recent Events

Floating Wetland Launch & BMP Tour



Watershed Moments, RCSC’s quarterly e-newsletter, reaches 423 individuals. These include partners, elected officials, and past workshop attendees. In addition to the e-newsletter and monthly digest is sent to update partners on past and upcoming efforts to address our pollutants of concern.



The July Big Splash



The rebuilt Cary Lake dam. Photo courtesy of Peter Chesney.

The Gills Creek Watershed Association sends a monthly newsletter to over 800 individuals with close connections and interest in the health of the watershed. Topics include recent and upcoming litter clean ups, volunteer opportunities, water quality project progress, and more.

Printed Outreach Materials

LEAD PROVIDER	ACTIVITY	NUMBER OF IMPACTS	TARGET AUDIENCE
RCAC, RCSM	Pet waste brochures distributed with pet registration renewals	300	General Public
CE	SC WaterWays Factsheets	39,264	General Public
RCSM, CE	Miscellaneous postcards on stormwater topics distributed	Not assessed	General Public
CE	Healthy Landscapes, Healthy Ponds Billboard	784,115	General Public

Clemson Extension has an array of postcards centered on water quality and actions we can do on land to promote healthy waterways. These postcards are available to the thousands of visitors to the Richland County Extension Office each year, and are also available at locally tabled events. These give the public a quick glance at easy things that can be done to improve the water resources on which we depend!



A Basic Step Towards Healthier Soil

Composting is the process of allowing for the natural decay of grass clippings, vegetable scraps, leaves and other organic matter with the intention of using them in a garden, plant bed or yard. Bacteria do the work for you, as these small organisms break down garden and landscape trimmings to produce a dark-colored and crumbly form of decomposed organic matter.

Once added to the soil, compost breaks up heavy clay soils and also reduces the risk of "crusting," which would cause more water to runoff than penetrate to roots. Compost also helps sandy soils retain water and help that water move laterally underground. From a stormwater volume perspective, compost increases storm storage and infiltration. Compost also contains beneficial organisms that build up the soil and make nutrients available to plants. Improving your soil is the first step towards growing healthy plants!



What to do about Pet Waste?

Fido can leave a mess on the ground. Though picking up after your pet may not be something you like to do, it is something you **should** do. After all, the bacteria in your pet's waste runs down from the yard to the street and drainage ditch and out to the waterways that we use for drinking, fishing, and swimming. This runoff is known as **stormwater**, and it **does not get treated before flowing into your local waterbodies**. This bacteria that becomes part of stormwater can create unhealthy conditions in the waterways that we use and enjoy.



SHORESCAPING FRESHWATER SHORELINES

Factsheet | HGIC 1855 | Published: Apr 22, 2013 | Print

Shorescapes

South Carolina is blessed to have an abundance of water resources in the form of rivers, lakes, ponds and estuaries, and many residents own properties that adjoin these beautiful watercourses. This presents the waterfront owner with a unique opportunity to discover a largely unexplored form of gardening – SHORESCAPING. A shorescape is a landscaped shoreline that uses attractive plants to protect and beautify the waterfront. A well designed shorescape uses native



Shorescaped pond bank in community near Myrtle Beach, SC.

Fairs, Festivals and Camps

LEAD PROVIDER	ACTIVITY	NUMBER OF IMPACTS	TARGET AUDIENCE
CE	4H2O Summer Camp	14	K-12
CE	South Carolina State Fair	1,300	General Public
CE	Junior Naturalist Camp	14	K-12
GCWA, RBWA, SMWA	Wine for Water Fundraiser	333	General Public
GCWA	Earth Sunday and Big Nosh Festival	4,882	General Public
SM, CE	Sustainable Midlands Summer Camp Stream Sampling	9	K-12



Clemson Extension created a new partnership with Sesquicentennial State Park for the 2018 4H₂O youth camp! Campers enjoyed canoeing on Sesquicentennial Lake, sampling macroinvertebrates, learning about nonpoint source pollution, birding, and more!

Fairs, Festivals and Camps

LEAD PROVIDER	ACTIVITY	NUMBER OF IMPACTS	TARGET AUDIENCE
CR, CE, RSCM, COC, GCWA	River Rocks	1,000	General Public
RSWCD	Envirofest	109	General Public
CE	Displays at Sparkleberry Country Fair	2,000	General Public
RSCM	USC Green Career Fair	77	Higher Education
CRK	Chestnut Hill Plantation Earth Day	50	General Public
RSCM	Dutch Fork Elementary School Envirofest	42	K-12
RC, COC, Lexington County, CE	Summer Celebration of Water	1,000	General Public

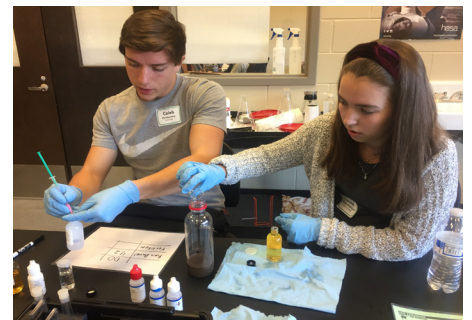


The eighth annual Summer Celebration of Water was held on September 16th at Riverfront Park in Columbia. This free family event featured displays from local non-profits and green businesses, casting lessons, inflatable amusements, watershed information, kid's activities, and more. The event encourages residents to take ownership of our local rivers. The Summer Celebration of Water is a partnership effort between Richland County, City of Columbia, and Lexington County.

Youth Presentations

LEAD PROVIDER	ACTIVITY	NUMBER OF IMPACTS
CE, GCWA	EnviroScape	271
RCSM	Storm Drain Marking	114
CE	Macroinvertebrate sampling and presentations	202
RSWCD	Biological Monitoring	21
RCSM	Dutch Fork Elementary Citizen Science	94
RSCM, CE	State Museum Homeschool Thursday	6
RCSM	Killian Elementary School Field Studies	39

Several student groups had a chance to learn all about macroinvertebrates, watersheds, and best management practices on land that can influence our water quality. Many presentations used the EnviroScape watershed model to identify nonpoint source pollution from land entering our waterways, while other programs discussed the ways in which both biotic and abiotic indices can be used to determine our water quality.



Presentations

LEAD PROVIDER	ACTIVITY	NUMBER OF IMPACTS	TARGET AUDIENCE
CRK	Columbia Rotary Club	100	Residential
RCSM	Storm Drain Marking with The Summit	23	Residential
CE	Northeast Kiwanis Club	9	Residential
CE	Richland County Master Gardeners Presentation on Carolina Yards	22	Residential
CRK, RCSM	Kiwanis Club	60	Residential
GCWA, RCSM	Monday Luncheon Group Presentation	36	Residential
CE	South Carolina Science Council	17	Teachers
CRK	Columbia College	60	Higher Education
CRK	USC School of Public Health	20	Higher Education
CE	Carolinas Aquatic Biologic Workgroup	40	Technical Staff, Biologists
CE	Annual Association of Counties Conference	300	Elected & appointed officials and high level staff, Technical staff



Clemson Extension and SC Sea Grant presented at the SC Science Council in November on BioDiscovery. This project works to promote STEM and environmental stewardship by helping teachers and students explore our local aquatic ecosystems. This program works with both freshwater and salt water environments.

Bacteria

Bacteria are microscopic organisms that can survive and adapt to almost any condition on earth. Although most bacteria are beneficial in decomposition, ecosystem processes, and digestion, some can be harmful to human health and impair water quality. Fecal Coliform bacteria live in the intestinal tract of warm-blooded animals and can present a challenge to maintaining water quality. More specifically, a subgroup of this fecal coliform bacteria called *Escherichia coli* or *E. coli* can be pathogenic. *E. coli* can enter our waterways through a number of avenues, including waste from livestock, wildlife, and domestic animals, as well as failing septic tanks, broken sewer lines, and illicit discharges. The SC DHEC 2016 list of impaired waterways shows that nearly 30% of the water monitoring stations reflecting impaired waterways were due to elevated *E. coli* levels.

To address this impairment, several programs and resources were provided to the public to inform citizens of the importance of proper septic maintenance, picking up after pets, and more. For instance, the Richland County Animal Services addressed the pet waste concern by distributing Pet Waste & Water Quality brochures with new dog registrations in 2017. Richland County Stormwater Management also held evening program at local parks to encourage citizens to pick up after their pets and offered free pet waste bag dispensers to neighborhoods. The Richland Soil & Water Conservation District offered assistance for homeowners in the Twenty-Five Mile Creek Watershed to help reduce *E. coli* entering our environment. These successful programs are helping to guide efforts in the coming years.

A single gram of dog feces can contain up to 23 million bacteria and the average dog produces 276 pounds of waste each year, equating to 125,191 grams! By encouraging the public to properly dispose of pet waste we are preventing billions of bacteria from entering our waterways each year.



Bacteria

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
RSWCD	Water Quality and Quantity Activity Station	10/20/17	100	Residential, K-12
RSWCD	Watersheds and Water Quality Class Presentation	11/16/17	21	K-12
RCSM	Table at USC's Green Career Fair	2/12/18	77	Higher Education
RCSM	Table at Dutch Fork Elementary School Envirofest	4/17/18	42	Residential, Pet Owners
COC, RCSM	Columbia Fireflies Wag-Along Wednesday	5/9/18 & 6/6/18	8,506	General Public



Trash the Poop is an ongoing collaboration between the City of Columbia and Richland and Lexington Counties to encourage pet owners to clean up after their pets. A website is available for the public to provide important facts surrounding pet waste a water quality. Information was also given out at Columbia Fireflies games during Wag-Along Wednesdays.

Litter

Litter is a reoccurring issue in South Carolina and is being addressed statewide through community clean ups and public awareness. Litter such as plastic bags, single use containers, and food wrappers are hazardous to wildlife and can travel substantial distances in both freshwater and saltwater habitats. Further, litter can breakdown, leaching harmful chemicals into our waterways. Participating in cleanups allows community members to familiarize themselves with their local watersheds and visually see the impact litter has on our natural areas. Clean ups can inspire a sense of ownership for the health of our environment and encourage further involvement in environmental outreach opportunities.



Each year the SC Department of Natural Resources and SC Sea Grant Consortium coordinate the largest one-day trash cleanup in South Carolina. Held since 1988, the cleanup reaches our lakes, rivers, streams, and beaches, and swamps.

The 2017 Beach Sweep River Sweep marked the 29th year of the event. A total of 18 counties participated with 27 sites registered. Eight of these sites were found in Richland County. The most common items collected were beverage bottles, take-out food containers, food wrappers, plastic bags, and other eating utensils. Partners supporting this effort include Keep the Midlands Beautiful, Gills Creek Watershed Association, Gills Creed Watershed Student Organization, and the Congaree Riverkeeper.

Litter

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	LITTER COLLECTED
CRK	Smith Branch Clean Up	1/15/18	40	50 bags
CRK	River Clean Up	3/24/18	14	32 bags
CRK	Smith Branch Clean Up	4/8/18	24	2 bags
CRK	Clean Up with USC	4/29/18	15	2 bags
CRK	Maxcy Gregg Park Clean Up	6/1/18	17	33 bags
RCSW	Richland Recycles Day	5/11/18	NA	40,000 lbs.
KMB	Adopt-a-Highway Clean Up	8/4/18	65	970 lbs.
GCWA	Multiple Clean Up Events	8 Events	95	220 bags



A total of 15 clean up events occurred in the tenth year of the Consortium, with hundreds of volunteers and tons of trash collected. The Gills Creek Watershed Association has also installed several waste bins along “hot spot” areas in Columbia. This project was possible through a grant from Palmetto Pride and with help from Richland County and The COMET.

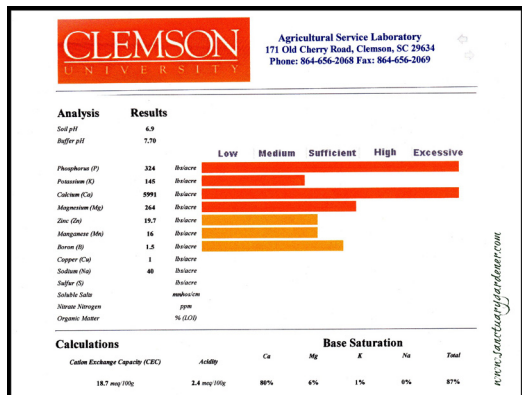
Pesticides, Herbicides, & Fertilizers

Pesticides, herbicides, and fertilizers (PHFs) are widely used by residents as a way to attain and manage the “perfect lawn”. Proper use of these products is needed to ensure excess amounts do not make their way into our stormwater, ultimately ending up in local waterways. The RCSC’s outreach efforts focused on emphasizing the need to only apply what is needed to lawns and to create green spaces that can intercept stormwater runoff before reaching streams, rivers, and lakes.

Pesticides and herbicides have the potential to harm aquatic life, while fertilizers can cause unpleasant algal blooms that can limit recreational contact with water. Excess nutrients carried into nearby waterways help to feed algae, which thrive on nitrogen and phosphorus. This is not only unsightly but can lead to unhealthy conditions that can limit our contact with water. Additionally, once the algae die they begin decomposing by way of bacteria. Bacteria need oxygen for decomposition and can cause such low dissolved oxygen conditions that fish begin to die, possibly leading to a fish kill. By educating the public on how to responsibly manage their landscapes we can keep our waterways healthy.



On an annual basis, the Clemson Extension Agricultural Service Lab handles over 2,600 soil samples for Richland County alone. Results from these soil samples guide residents on how to manage their lawn, what type of product to use, and how much of each product to apply. This helps to limit excessive applications. Over the course of Year 9, the RCSC also reduced PHFs in our waterways through workshops on shoreline buffers and rain gardens. These best management practice (BMPs) encourage homeowners to create green spaces that allow rainwater runoff to infiltrate into the ground and use native plants to absorb excess nutrients. Installations give participants a hands-on experience, while also providing a new BMP to the landscape.



Pesticides, Herbicides, & Fertilizers

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
COC, RSCM, CE	Lawn Basics for Beginners Workshop	10/7/17	55	Residential
RSCM	Garden Club Presentation	1/10/18	12	Residential
RSCM, COC	Blue Thumb Landscapers Conference	1/12/18	50	Field Staff, Maintenance
CE	Soil Sample Reports	Ongoing	2,800 Annually	Residential
RSCM	Presentation at the SC Mosquito Control Association workshop	6/7/18	95	Commercial

2018 Blue Thumb Landscaper Conference

Presented by Columbia Water and Richland County Stormwater Management



January 12th • 8:30 am - 3:00 pm

City of Columbia Water Distribution and
Wastewater Management Facility
4013 W. Beltline Blvd. • Columbia, SC 29204

This FREE, one-day conference will cover drainage/rain gardens/wetlands, erosion based on soils, groundwater protection, trees and water quality and much more!

Pesticide applicator credits offered • Space is limited
Registration required



Sediment

Sediment—also known as loose dirt or eroded topsoil—is one of the most common pollutants in rivers, lakes, and streams. Although it is naturally occurring, excessive sediment in waterways can clog the gills of aquatic wildlife, block sunlight required for aquatic plant growth, and make water more difficult to clean at drinking water plants. Many heavy metals and other toxins also adsorb to sediment particles and can cause continual, long-term negative impacts to water quality because they remain in the streambed instead of being washed downstream.

The primary cause of sedimentation is erosion. Erosion occurs whenever soil is not covered by vegetation or if erosion control measures are not properly put into place. Construction sites, shoreline erosion (caused by humans or wildlife), and agricultural practices are all sources of sediment in waterways. The best way to prevent erosion from happening is to ensure bare spots of soil are covered with some type of vegetation such as grass, cover crops, or shoreline plants. Construction sites should also have properly installed sediment fences, sediment tubes, other required best management practices.

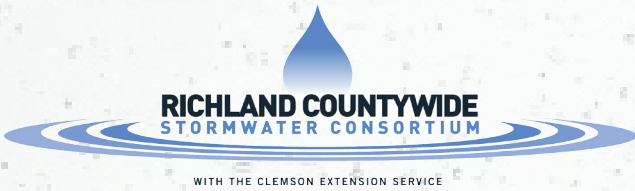
Clemson Extension offers the CEPSCI certification that trains construction and Stormwater professionals proper techniques in sediment in erosion control that will protect water. During 2017, 1,208 professionals attended CEPSCI trainings.



Sediment

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
RSWCD	Soil Health Field Day: Understanding the Benefits of Mycorrhizal Fungi	8/17/17	93	Technical Staff
RSWCD	The Science of Soil	9/7/17	25	Teachers
RSWCD	Composting and Soil Science	10/3/17 & 11/7/17	120	K-12
RSWCD	Vermicomposting and Soil Science	10/12/17 & 11/21/17	145	K-12
RSWCD, Sonoco Recycling	Composting Workshop	11/2/17	12	Teachers
CE	Certified Erosion Prevention and Sediment Control Inspector Workshop	Multiple Dates	975	Commercial, Technical Staff, Engineers





Pollutant of Concern

CEPSCI & CSPR Trainings



The Certified Erosion Prevention and Sediment Control Inspector (CESPCI) course is offered statewide from Clemson University. These trainings educate stormwater professionals on the proper design and review of stormwater and sediment control plans for development sites and on the proper installation, maintenance and inspection of erosion prevention and sediment control measures at construction sites in order to meet regulatory and environmental requirements. A total of 1,106 attendees were certified or recertified for 2016-2017.

DATE	NUMBER ATTENDING
CEPSCI INITIAL TRAINING	
7/6/17	75
8/30/17	85
10/11/17	84
12/14/17	88
1/31/18	69
2/22/18	48
3/29/18	68
4/30/18	54
5/24/18	41
CEPSCI SC DOT INITIAL TRAINING	
6/28/17	50
11/8/17	36
5/16/18	33
CEPSCI RECERTIFICATION	
6/16/17	23
6/7/17	51
6/8/17	29
7/6/17	11
8/30/17	2
CEPSCI SCDOT RECERTIFICATION	
6/28/17	28



Household Hazardous Waste

Hazardous household waste consists of household products that can catch on fire, chemically react, or leach toxins into waterways when not properly disposed of. Paints, cleaners, oils, batteries, and pesticides are examples of products that can contain hazardous ingredients. Hazardous household waste can also be harmful to pets and children if they aren't stored in a location only accessible to adults. Because each of these products can have a volatile reaction when mixed, or when left in a landfill, they have special instructions for how they should be disposed of. To safely handle and dispose of hazardous household waste, read all and follow the directions for use and disposal on the product's label. One way to avoid exposure to these chemicals and their potential negative impact on the environment is to use environmentally safe or non-toxic alternatives.

During Richland Recycles Day, Richland County Solid Waste and Recycling staff encourages residents to drop off paint, fertilizer, batteries, used cooking oil, household chemicals, and fluorescent bulbs during the event as a way to make it easier for people to properly dispose of hazardous household waste. Tires, mattresses, scrap metal, bicycles, electronics can also be dropped off for proper disposal. Over 26 tons of hazardous waste was collected at the 2017 Richland Recycles Day and kept out of the landfill. Richland County also has several drop-off centers that will accept this waste year-round.

Household Hazardous Waste

Improper disposal of household hazardous waste (HHW) can cause problems for the entire community. Collectively, these materials can contaminate our water supply and the air we breathe if they are not disposed of safely.

The following suggestions can help reduce the amount of hazardous waste needing disposal:

- Read the labels on every product and ensure it is suitable for the intended purpose. Once it is purchased, you are responsible for disposing of it properly.
- Buy only as much as you need.
- Read and follow the directions on how to use the product and dispose of the container.
- Use safer substitutes whenever possible.
- Donate unused solvents, paints and other items to a local charity.

Paint

Dried latex paint will be accepted as part of household garbage. Remove the lid, let it dry completely or add kitty litter or sand to help absorb and dry the paint. **Place with household waste in a sealed plastic bag. Wet latex paint will NOT be picked up. Some county drop-off sites accept latex paint for recycling if in good condition (Call 929-6000).** Oil based paints and stains **will not** be accepted at curbside or drop-off centers. Watch for HHW collection events.



Computers/Electronics/TVs

All electronics **must be RECYCLED. THESE ITEMS WILL NOT BE COLLECTED AT CURBSIDE.** All computers (desktops, laptops, PDA's), electronics (VCRs, TVs, stereos, mp3 players) and small appliances (coffee pots, toasters, telephones, hair dryers) should be taken to a Drop-Off Center for recycling (See page 25 for Richland County drop-off centers).

Medical Waste

Contact your local doctor's office, pharmacy, or hospital to find out more information on where to dispose of medical waste, including needles.

Household Hazardous Waste

LEAD PROVIDER	ACTIVITY	DATE	TONS RECYCLES	TARGET AUDIENCE
RCSW	Recycling Events	Multiple Dates	71	Residential
RCSM, SM, KMB, RSWCD, CE	Annual Richland Recycles Day	5/12/18	231	K-12



The annual Richland Recycles Day not only brings in tons of recyclable material that would otherwise end up in landfills, it also brings in more than 200 elementary students. Students learn about anything from the water cycle and picking up pet waste to soil health and using alternative energy sources.

Recycle your cooking oil!

Richland County Solid Waste & Recycling accepts used and unused cooking oil at its two drop-off locations:



- *C&D Landfill**
 (1070 Caughman Road, off Monticello Road)
 Monday through Friday 7 a.m.-4:30 p.m.
 Saturday 7 a.m.-12:30 p.m.
- *Lower Richland Drop-off Center**
 (10531 Garners Ferry Road)
 Monday-Saturday 8 a.m.-5 p.m.
 Sunday 12:30 p.m.-5p.m.

Both centers are closed Nov. 24 and 25.

The Richland County Solid Waste Department holds numerous recycling events each year, giving residents the opportunity to recycle waste such as paint, cooking oil, fertilizers, and more. Events are held at various locations throughout Richland County in order to reach the most people as possible. The Department has also released a new document to guide the community on how they can reduce, reuse, and recycle waste.

Trainings & Workshops

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
CE	Best Management Practice Tour and Floating Wetland Installation	8/16/17	22	Residential, Educators
RCSM, CE, SC DHEC	Adopt-a-Stream Chemical Workshop	10/24/17, 2/6/18, 2/24/18 6/26/18	61	General Public, Technical Staff
CE, RCSM	Adopt-a-Stream Biological Workshop	12/13/17	8	Technical Staff
CE, RCSM	Midlands Area Stormwater Pond Conference	3/13/18	44	Technical Staff, Residential
RCSM	Storm Drain Marking with Windsor Elementary	4/18/18	12	K-12
CE, RCSM	Low Impact Development	6/7/18	27	Technical Staff

LOW IMPACT DEVELOPMENT: BIORETENTION CELLS



Calling all stormwater professionals! Learn about the function and design of bioretention cells, while touring the recently installed cells at Owens Field Park. Professional Development Hours offered.

THE DETAILS

June 8th, 2018
9:00 AM - 3:00 PM
Jim Hamilton LB Owens Airport
1400 Jim Hamilton Blvd
Columbia, SC 29205
Cost: \$35

Register by June 5th at <http://www.clemson.edu/extension/carolinaclear/events.html>



Clemson Extension collaborated with Richland County to host the first Low Impact Development workshop in the Midlands. Information was given specific to the construction and use of bioretention cells.

Residents were invited to the Sandhill REC to learn about the various best management practices installed over the years. The morning included a tour of a pollinator garden, rain garden, and shoreline buffer. Residents then helped to install a 230 ft² floating wetland

Trainings & Workshops



A total of 6 SC Adopt-a-Stream workshop were held for citizens interested in stream monitoring and bioassessments. The participants learned protocols to estimate dissolved oxygen, pH, fecal coliform, and more. A biological component familiarized workshop attendees with the benthic macroinvertebrate community found throughout streams.



The Midlands Area Stormwater Pond Conference provided concurrent tracks to address the needs of stormwater pond managers and pond owners in the state. Attendees included municipal staff, stormwater employees, HOA presidents, and more.

Certifications

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
CE, CE	Carolina Yards Online Course	Spring 2018	35	Homeowners
CE, CE	Carolina Yards Certified	Annually	26	Homeowners
CE	Post-Construction BMP Course	Spring 2018	50	Technical staff, engineers, developers
CE	Master Rain Gardener	Spring 2018	44	Technical staff, engineers, developers




The first Master Rain Gardener hybrid course was completed in Spring 2018, with a field day held on James Island. Participants helped to install a 200 ft² rain garden after completing seven weeks of online videos, presentations, group discussions, and quizzes.



Carolina Yards Online Course

A Guide To Environmentally Friendly Landscaping



This seven-week, online class will provide information and techniques to create and maintain a more environmentally friendly landscape. The class is self-paced and can be completed from the comfort of your home. Weekly modules will guide you through the twelve Carolina Yards principles and the interactive discussion forums provide you with the opportunity to share helpful tips and advice with your peers across the state.

Course Date:
April 2 – May 20

Cost:
Advanced Registration - \$110
Late Registration \$130

Advance Registration: \$110 (Deadline March 23)
Late Registration: \$130 (Deadline March 29)

More information including registration can be found on the Carolina Yards website under the "Online Course" tab.

www.clemson.edu/cy

CLEMSON
COOPERATIVE EXTENSION

Clemson University Cooperative Extension Service offers its programs to persons of all ages, regardless of race, color, gender, religion, national origin, disability, political beliefs, sexual orientation, gender identity, marital or family status and is an equal opportunity employer.

Contact:
Teresa Lott
terasa@clemson.edu

Should you require special accommodations due to a disability, please notify our office ten days prior to the event.

The Carolina Yards online course is seven weeks and is designed to help homeowners build and maintain an environmentally beneficial yard. The course includes presentations, videos, and discussion forums.

Youth Activities

GREEN STEPS PROJECTS

LEAD PROVIDER	ACTIVITY	DATE	NUMBER OF IMPACTS	TARGET AUDIENCE
CE	Wetland Garden at Dutch Fork Middle School	Ongoing	450	Youth
CE	Rain garden installed at Lake Carolina Elementary	Ongoing	450	Youth
CE	Rain barrel installed at Lake Carolina Elementary	Ongoing	450	Youth



GREEN STEP SCHOOL AWARDS 2017
A.C. Moore ES
Bradley ES
Catawba Trail ES
Conder ES
Dutch Fork ES
Dutch Fork MS
Dutch Fork HS
H.E. Corley ES
Harmony School
Lake Carolina Lower Campus ES
St John Neumann

In 2003 the Green Steps Program for Environmental Education was established by Keep the Midlands Beautiful, Sonoco Recycling, and DHEC's Office of Solid Waste Reduction and Recycling. More than 200 Green Steps projects were carried out throughout 12 counties in South Carolina. Nearly 1/3 of these projects took place in Richland County!



Public Participation

Septic Assistance in the Twenty-five Mile Creek Watershed

Fecal coliform is a leading impairment in our waterways throughout South Carolina. Sources include livestock, domestic animals, sanitary sewer overflows, and failing septic systems. Twenty-five Mile Creek, found in the northeast portion of Richland County, has been listed by SCDHEC as being impaired by fecal coliform. To address this, the Richland Soil and Water Conservation District acquired a 319 grant to replace and repair failing septic systems. This three-year grant is in its final year and has reached multiple homeowners, positively influencing miles upon miles of streams within Richland and surrounding counties.



An additional successful program through the Conservation District gives financial assistance to farmers and landowners toward implementing practices improving water quality. These include cross fencing, stream exclusion fencing, stream crossings, and alternative water sources for cattle. Implementing these best management practices will prevent unwanted bacteria from entering our waterways.

Financial Assistance for Farmers and Landowners




Chanda Cooper
Richland Soil & Water Conservation District



Do you have a septic issue? Help may be available!

If you are having any of the following problems, your septic system may need to be repaired:


- ✓ Your toilet is gurgling;
- ✓ Water is backing up into your drains;
- ✓ Your sinks and toilets drain slowly;
- ✓ There are damp spots in your yard during dry weather;
- ✓ Areas of your yard have lush grass; or
- ✓ You smell sewage



Funds are available to help pay for approved septic repairs/replacements for failing systems in the Twenty-five Mile Creek Watershed to improve water quality.

If your home or business is located in Twenty-five Mile Creek Watershed and you need a septic system repair or replacement, please visit www.kershaw.sc.gov/25milecreek or call (803) 425-7230.

This project is funded in part by the US EPA under Section 319 grant through SC DHEC.





Public Participation

Storm Drain Marking & My River Starts Here

Local waterways - creeks, streams, lakes, and rivers - are affected by pollutants that are left on the ground and flow into our storm drains when it rains. Because water that flows into storm drains does not get treated or cleaned, any pollutants that go into a storm drain flow directly into our waterways and negatively affect water quality for people, fish, and animals.

My River Starts Here, an initiative lead by Richland County Stormwater Management and Columbia Water, uses community outreach and involvement to educate the public about the impacts of stormwater pollution and encourages people to take charge of keeping local waterways clean.

Through an arterial network of pipes, the storm sewer system carries water to the river with each storm drain serving as an entry point for water and pollutants. By facilitating storm drain marking, My River Starts Here exemplifies how each storm drain is a starting point for the river and clean water starts with that person's decisions. The storm drain markers are adhered to storm drain inlets and serve as visual reminders that storm drains lead directly to local waterways. The City of Columbia and Richland County use weatherproof medallions with the image of a fish and water, along with "No Dumping/Drains to River" stamped in large letters.

April is Storm Drain Marking Month and every year volunteers from schools, neighborhoods, and community groups sign up to participate in marking storm drains. With their help, more people are getting involved in doing their part to keep stormwater clean and ensuring only rain goes down storm drains.




SO YOU WANT TO MARK STORM DRAINS
WWW.MYRIVERSTARTSHERE.ORG

Storm drain inlets carry rainwater from streets and parking lots to the river without being treated. Marking storm drains reminds people that only rain should go down the drain. Get involved to help keep our waterways clean.

FORM A GROUP
Recruit at least 3 people to work with you. Flying solo? We can make arrangements for you, too!



CHOOSE A LOCATION
We encourage volunteers to work in their own neighborhoods, but we can also assign your group an area.



SIGN UP
Visit www.MyRiverStartsHere.org to enter your information. City of Columbia and Richland County staff are waiting to hear from you!



SCHEDULE A DATE
Your group can mark drains at their convenience with the help of City and County staff.



MARK DRAINS
Volunteers receive all the tools and training to help keep our waterways clean. It's that simple, so sign up today!



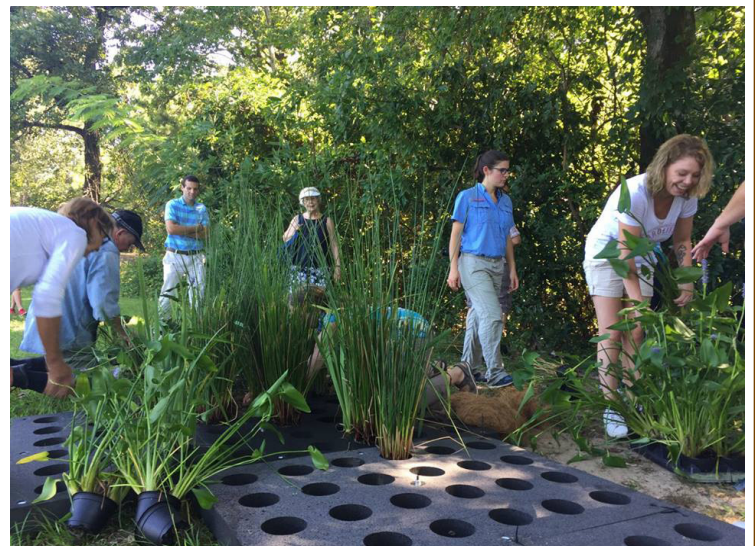
Demonstration Sites

LEAD PROVIDER	ACTIVITY	LOCATION	DATE	NUMBER OF IMPACTS ANNUALLY
RCSM, CE	Container Garden Installation	Richland Library North Main	9/9/16	10,000
CE	Shoreline Buffer	Sandhill REC	11/15/16	1,000
CE	Rain Garden	Sandhill REC	11/15/16	1,000
CE, RSWCD	Bioswale	Dutch Fork Middle School	3/20/17	450
CE, RCSM	Rain Garden	Lake Carolina Lower Campus	3/21/17	450
CE, RCSM	Shoreline Buffer	Sesquicentennial State Park	4/2/17	812,000



K. Khindall

Contractors and Clemson Extension agents learn about rain garden installations at the Sandhill Research and Education Center. The 150 ft² rain garden will serve as a demonstration site in future residential workshops on best management practices.

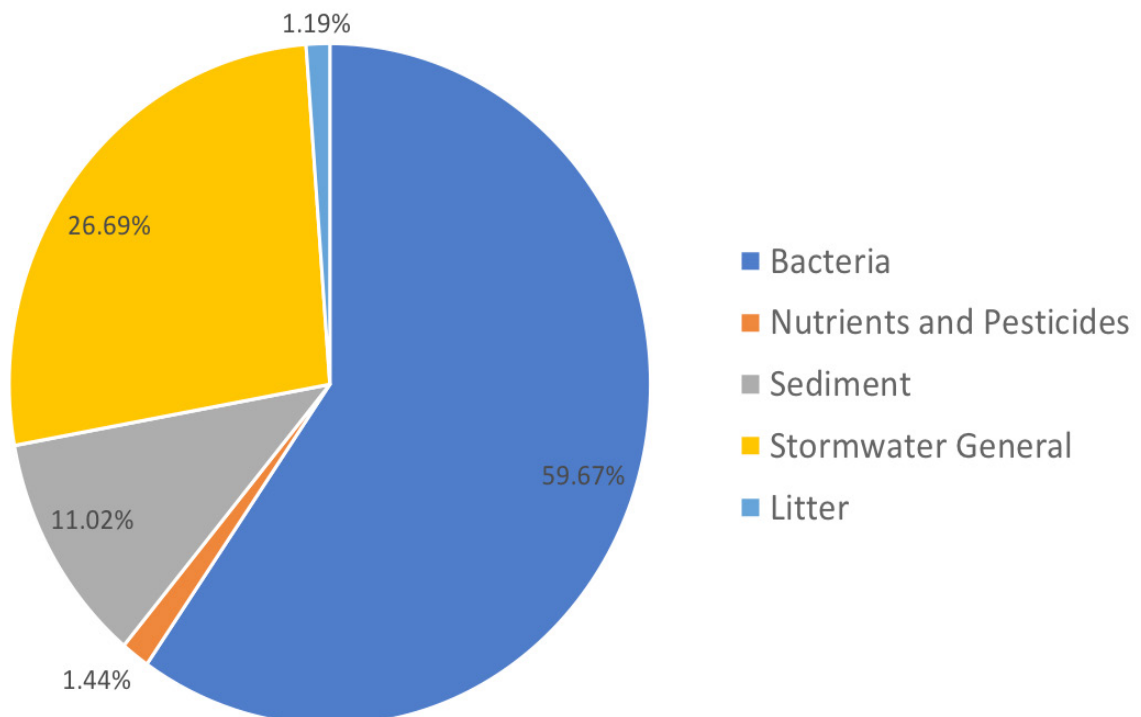


A shoreline buffer was planted at the Richland County Public Works stormwater pond during the fall Master Pond Manager course. This exercise demonstrated the ease of installing this BMP and aided participants with native plant selection. This buffer will also help to prevent excess nutrients and sediment from entering the pond.

Year 10, 2017-2018

The RCSC holds a number of events and workshops to target specific pollutants affecting our waterways. These pollutants are identified every three years based on partner impact and waterways deemed impaired by SC DHEC. Much of the outreach in Year 10 focused on bacteria, which comes from sources such as pet waste, wildlife, and faulty septic systems. Many of our other programs focused on general stormwater issues that inform the public as to what stormwater is, how it affects our water, and what we can do as a community to ensure safe water for the future.

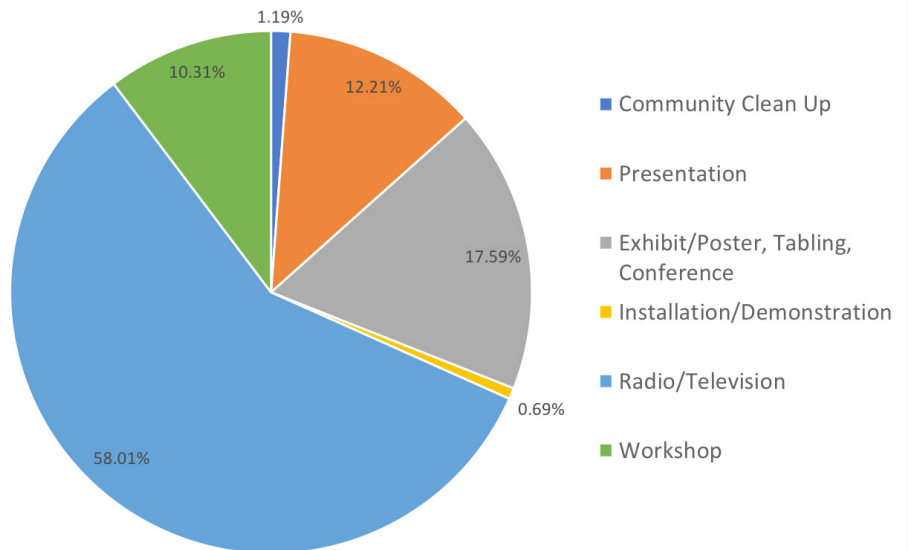
Target Pollutant



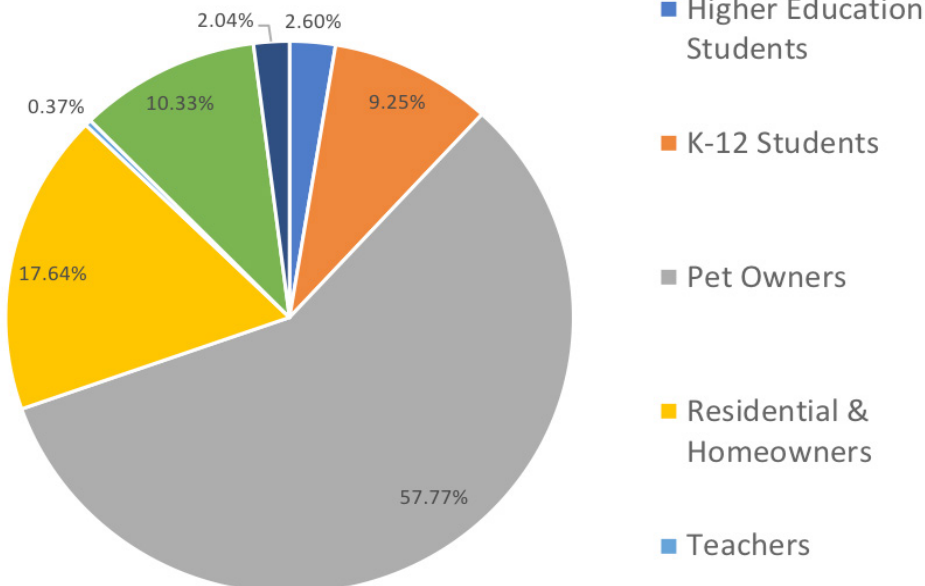
Year 10, 2017-2018

More than 13,000 members of the public participated in activities during Year 10. More than half of the activities involved outreach on bacteria in our waterways, mainly during the Trash the Poop events with the Columbia Fireflies.

Activity



Audience



Pet owners were a large target area during Year 10. Homeowners were also a main target for Consortium activities during events such as Lawn Care for Basics, Adopt-a-Stream workshops, speaking engagements for clubs such as Kiwanis, and tabling events that drew hundreds of residents.

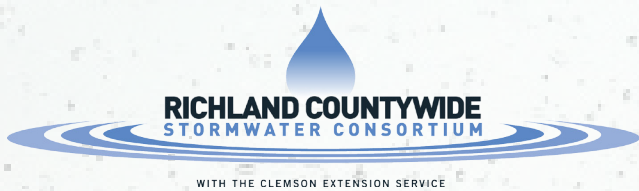


Appendix A

2016-2018 Strategic Plan ACTIVITY TIMELINE

Year 8 (2016)	Year 9 (2017)	Year 10 (2018)
	Adopt-A-Highway Program	
	Adopt-A-Waterway Program	
Backyard Landscaping Series	Backyard Landscaping Series	Backyard Landscaping Series
Beach Sweep River Sweep	Beach Sweep River Sweep	Beach Sweep River Sweep
	Blue Thumb Landscaping	
Blue Thumb Landscaping Conference	Blue Thumb Landscaping Conference	Blue Thumb Landscaping Conference
	Carolina SchoolYards	
	Carolina Yards	
CEPSCI (Certified Erosion Prevention and Sediment Control Inspector)	CEPSCI (Certified Erosion Prevention and Sediment Control Inspector)	CEPSCI (Certified Erosion Prevention and Sediment Control Inspector)
CSPR (Certified Stormwater Plan Reviewer)	CSPR (Certified Stormwater Plan Reviewer)	CSPR (Certified Stormwater Plan Reviewer)
Distribute information on hazards of FOGs to apartment complexes		
	Distribute pet waste brochures to veterinary offices and pet supply stores	
	Distribute pet waste brochures with pet registration	
Erosion Control Workshop		
Green Infrastructure/Low-Impact Development Workshop	Green Infrastructure/Low-Impact Development Workshop	Green Infrastructure/Low-Impact Development Workshop
Homemade Household Cleaner Workshop		
Master Pond Manager Course	Master Pond Manager Course	Master Pond Manager Course
Organic Certification Workshop	Organic Certification Workshop	Organic Certification Workshop
Pasture Field Day		
Project Learning Tree Workshop	Project Learning Tree Workshop	Project Learning Tree Workshop
Project WET Workshop	Project WET Workshop	Project WET Workshop
	Rain Barrel and Compost Bin Sales	
	Recycling Events	
Richland Recycles Day	Richland Recycles Day	Richland Recycles Day
River Clean-Ups	River Clean-Ups	River Clean-Ups
SCLNA Field Day		
Southern Fried		
Spill Prevention Control and Countermeasures Training	Spill Prevention Control and Countermeasures Training	Spill Prevention Control and Countermeasures Training
Street Sweeper Campaign		
	Trash the Grease Media Campaign	
Trash The Poop neighborhood recruitment		Trash The Poop Neighborhood Recruitment
Twenty-five Mile Creek farmer assistance program	Twenty-five Mile Creek farmer assistance program	
Bioretention cell installation in Crane Creek watershed		
Green Steps School Training		
4H2O Exploring Lake Murray/Congaree Watershed	4H2O Exploring Lake Murray/Congaree Watershed	4H2O Exploring Lake Murray/Congaree Watershed
GreenSteps		
Public Works Week kids day		
	Classroom presentations	
Green Apple Day of Service		
Conservation Education Mini-Grants	Conservation Education Mini-Grants	Conservation Education Mini-Grants
World Water Monitoring Challenge Grant	World Water Monitoring Challenge Grant	World Water Monitoring Challenge Grant
Youth Arbor Day Contest	Youth Arbor Day Contest	Youth Arbor Day Contest
Eagle Scout Mini-Grants	Eagle Scout Mini-Grants	Eagle Scout Mini-Grants
Blue Thumb Landscaper Billboard & Radio PSA		
Trash the Grease Billboard & TV PSAs		
Trash the Wipes Billboard & TV PSAs		
Recycling Billboards	Recycling Billboards	Recycling Billboards
Stormwater Runoff Radio PSA		
		FOG Television PSA
Trash the Poop Billboard & Television PSA		
Wet Pond Management Television PSA	Dry Pond Management Television PSA	
	Clean Water 2020	
Storm Drain Marking	Storm Drain Marking	Storm Drain Marking

E. Coli/ Fecal Coliform	Litter
Fats, oils, and grease	Pesticides, herbicides, and fertilizers
Hazardous household waste	



Appendix B

RCSC Partner Websites

CAROLINA CLEAR WEBSITES

Richland Countywide Stormwater Consortium - <http://www.clemson.edu/extension/carolinaclear/regional-consortiums/rcsc/index.html>

Carolina Clear - <http://www.clemson.edu/carolinaclear>

Shorelines, Stormwater & Other Water Topics on Clemson HGIC - http://www.clemson.edu/extension/hgic/water/resources_stormwater/

Carolina Clear on Facebook - <http://www.facebook.com/carolinaclear>

Richland County Stormwater Consortiums on Facebook - <http://www.facebook.com/midlandsstormwater>

MUNICIPALITIES

Richland County Stormwater Management - <http://richlandonline.com/Government/Departments/PublicWorks/Stormwater.aspx>

City of Forest Acres - <http://www.forestacres.net>

Town of Arcadia Lakes - <http://www.arcadialakes.net>

EDUCATION PARTNERS

Carolina Children's Garden - <http://www.carolinachildrengarden.org/>

Central Midlands Council of Governments - <http://www.centralmidlands.org>

City of Columbia - <https://www.columbiasc.net>

Congaree National Park - <http://www.nps.gov/cong/index.htm>

Fuss & O'Neill - <http://www.fando.com/>

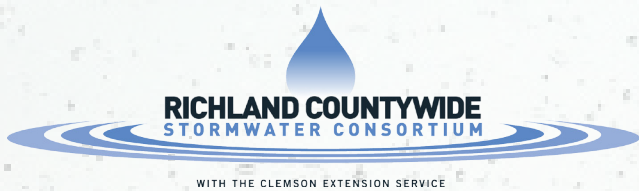
Gills Creek Watershed Association - <http://www.gillscreekwatershed.org/>

Green Steps Schools - <http://www.greenstepschools.com/>

Keep the Midlands Beautiful - <http://keepthemidlandsbeautiful.com/>

Richland County 4-H - <http://www.clemson.edu/extension/4h/>

Richland County Conservation Commission - <http://richlandonline.com/Government/Commissions/Conservation>



Appendix B

RCSC Partner Websites

Commission.aspx

Congaree Riverkeeper - <http://congareriverkeeper.org>

Richland County Master Gardeners - <http://www.richlandmastergardeners.com/>

Richland Soil & Water Conservation District - <http://richlandonline.com/Government/Departments/Conservation/SoilWaterConservationDistrict.aspx>

Rocky Branch Watershed Alliance - <http://www.rockybranchcreek.org>

Sonoco Recycling - <http://www.sonoco.com/productsservices/sonocorecycling.aspx>

South Carolina Department of Health & Environmental Control - <http://www.scdhec.gov/index.htm>

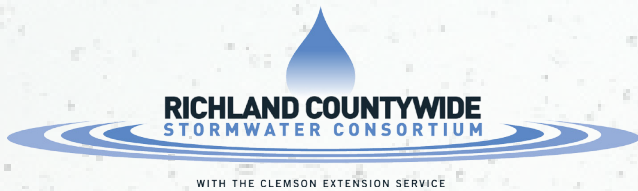
South Carolina Forestry Commission - <http://www.state.sc.us/forest/>

South Carolina State Museum - <http://www.museum.state.sc.us/>

Sustainable Carolina - <http://www.sc.edu/green/>

Sustainable Midlands - <http://www.sustainablemidlands.org/>

Town of Blythewood - <http://www.townofblythewoodsc.gov/>



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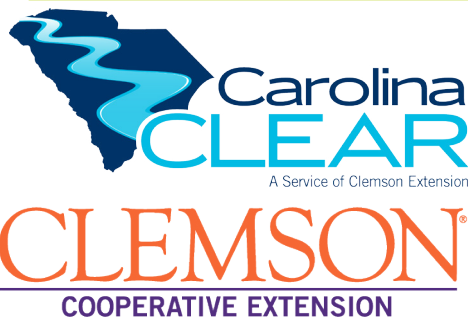
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PHOTOS PROVIDED BY

Clemson Extension, The Gills Creek Watershed Association, Richland County, Richland County Stormwater, and Richland County Soil & Water Conservation District.



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Produced 9/1/2018



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Richland County Council Request for Action

Subject:

18-026MA
Tom James
NC to GC (5.53 Acres)
Lower Richland Boulevard
TMS # R21800-04-20

Notes:

First Reading: September 25, 2018
Second Reading: October 2, 2018
Third Reading:
Public Hearing: September 25, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

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 # R21800-04-20 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); 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 # R21800-04-20 from Neighborhood Commercial District (NC) to General Commercial District (GC).

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 _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 25, 2018
First Reading: September 25, 2018
Second Reading: October 2, 2018
Third Reading: October 16, 2018

Richland County Council Request for Action

Subject:

An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15

Notes:

September 25, 2018 – The committee recommended to approve the request of the Library and recommend approval of the ordinance.

First Reading: October 2, 2018

Second Reading:

Third Reading:

Public Hearing:



Development and Services Committee Meeting Briefing Document

Agenda Item

An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15

Background

Richland Library built, and has operated a library at this location since 1986. The water lines serving the building were deeded to the City of Columbia by action of County Council at that time. Richland Library has renovated the library on the property and added a fire sprinkler system with its attendant water lines and meter. Water meters have been purchased from the City of Columbia, who is supplying water service, for the project. The City requires that a deed be executed conveying the new water lines including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries leading to fire hydrant lines and all components to complete the system.

This transfer is typical of all projects serviced by the City of Columbia Water Department and is a requirement for the Library to receive a Certificate of Occupancy and open to the public.

Issues

The transfer of water lines to the City of Columbia will allow for the Library to complete the fire sprinkler system.

Fiscal Impact

None.

Past Legislative Actions

None.

Alternatives

1. Consider the request of the Library and recommend Council approval of the ordinance.
2. Consider the request of the Library and do not recommend Council approval of the ordinance.

Staff Recommendation

This is a request initiated by the Library. Staff recommends approval. Staff will proceed as directed by Council.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-17HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA
FOR CERTAIN WATER LINES TO SERVE THE RICHLAND COUNTY
PUBLIC LIBRARY NORTHEAST BRANCH RENOVATION; RICHLAND
COUNTY TMS #17707-08-01 (PORTION).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES TO SERVE THE RICHLAND COUNTY PUBLIC LIBRARY NORTHEAST BRANCH RENOVATION; RICHLAND COUNTY TMS #17707-08-01 (PORTION); CF#340-15, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Kimberly Williams-Roberts
Clerk of Council

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

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DEED TO WATER LINES FOR
RICHLAND COUNTY PUBLIC
LIBRARY NORTHEAST BRANCH
RENOVATION; 7490 PARKLANE
ROAD; RICHLAND COUNTY TMS
#17707-08-01 (PORTION); CF #340-15

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as "Grantor") of Columbia, South Carolina does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #340-15, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a tapping sleeve and valve and tie to an existing 8" City of Columbia water line (Linen 819C), located in the northeastern right-of-way of Springbank Drive (S-40-1320; 50' R/W), at a point ninety-two and eight tenths (92.8) feet southeast of the northern property corner of the subject property; thence extending therefrom in a southwesterly direction crossing Springbank Drive, for a distance forty and four tenths (40.4) feet to a meter pit, located in the southwestern right-of-way of Springbank Drive, eighty-nine and one tenth (89.1) feet southeast of the northern property corner of the subject property; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on the water meter located on the subject property and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of access ingress, egress, construction, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an

APPROVED AS TO FORM

6-11-2018
Legal Department City of Columbia, SC

easement for access, ingress and egress along the entrance drives, private alleyways, driveways and common areas for the construction, operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

The herein conveyed water line and fire hydrant was permitted to be constructed within Springbank Drive (S-40-1320) by encroachment permit #197652, dated November 21, 2016, issued by the South Carolina Department of Transportation.

This conveyance also includes all water line easements shown on a set of record drawings for Richland Library Northeast Branch Renovation at 7490 Parklane Road, Columbia 29223, in Richland County and near the City of Columbia, South Carolina, dated May 9, 2018, last revised May 31, 2018, prepared for Richland County, prepared by RB Todd Consulting Engineers, Robert Bruce Todd, S.C.P.E. #15310, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #340-15.

These water lines are more clearly delineated on a set of record drawings for Richland Library Northeast Branch Renovation at 7490 Parklane Road, Columbia 29223, in Richland County and near the City of Columbia, South Carolina, dated May 9, 2018, last revised May 31, 2018, prepared for Richland County, prepared by RB Todd Consulting Engineers, Robert Bruce Todd, S.C.P.E. #15310, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #340-15.

HMG

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this ____ day _____, 2018.

WITNESSES:

RICHLAND COUNTY

(1st Witness Signature)

By: _____
(Signature)

Name: _____
(Print Name)

(2nd Witness Signature)

Title: _____
(Print Title)

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____
(Name & Title of Officer)

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

Notary Public for the State of _____
(State)

My Commission Expires: _____
(Date)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the state of _____, do hereby certify that i supervised the execution of the attached Deed to Water Lines for Richland County Public Library Northeast Branch Renovation; 7490 Parklane Road with Richland County as Grantor and the City of Columbia, as Grantee, this _____ day of _____, 20____.

State Bar or License Number _____

17707-08-01

Property Address: Richland County Public Library Northeast Branch; 7490 Parklane Road, Columbia, SC 29223; CF #340-15 (ALL PHASES & FUTURE DEVELOPMENT)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

DECLARATION OF COVENANT

THIS DECLARATION OF COVENANT is made this _____ day of _____, 2018
by **RICHLAND COUNTY**

(CHECK APPLICABLE TERM)

- a corporation, limited liability corporation, or company, incorporated under the laws of the State of SOUTH CAROLINA (Insert name of State of incorporation)
- general/limited partnership (Strike inapplicable term)
an individual doing business as _____
(Insert name doing business as)
- individual(s),
- church, non-profit organization, educational institution, recreation commission, governmental body politic & other

hereinafter referred to as Declarant.

WHEREAS, Declarant is the owner of real property which is described on Exhibit A, which are attached hereto and incorporated herein by specific reference thereto, the same being hereinafter referred to as real property; and,

WHEREAS, the real property is not contiguous to the City limits of the City of Columbia, South Carolina; and,

WHEREAS, Declarant has requested that the City of Columbia provide sewer and/or water service to the real property; and,

WHEREAS, Declarant has entered into a Water Service Contract or Sewer Service Contract or Water Main Extension Agreement or Sanitary Sewer Agreement with the City of Columbia in order to secure water or sewer service to the real property from the City of Columbia; and,

WHEREAS, the City of Columbia, for and in consideration of providing water or sewer service to the real property, which is not contiguous to the City of Columbia City limits, has required the Declarant to agree to cause the real property to be annexed to the City of Columbia in the event the real property, or any portion thereof, becomes contiguous to the City limits of the City of Columbia; and,

WHEREAS, Declarant desires to insure future compliance with such contractual agreement made with the City of Columbia;

NOW THEREFORE, the Declarant hereby declares as follows:

IMPOSITION OF COVENANT

From this day forward, the real property shall be held, transferred, sold or conveyed subject to the covenant contained herein which is for the purpose of providing future water or sewer service to the real property by the City of Columbia. The covenant shall touch and concern and run with title to the real property. This Declaration of Covenant and all provisions hereof shall be binding on all persons or entities having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, and shall inure to the benefit of each owner thereof. The enumerated covenant shall be deemed a covenant and not a condition.

APPROVED AS TO FORM

6-11-2018
Legal Department City of Columbia, SC

COVENANT

At any future time should any part of the real property become contiguous to the City limits of the City of Columbia, all then current owner(s) of the entire parcel of real property will petition to have the real property annexed into the City of Columbia by submitting a proper and sufficient annexation petition at such time as the City of Columbia makes a written request to the then current owner(s) to submit the petition for annexation required by this Covenant.

ENFORCEMENT OF COVENANT

Failure of the owner(s) to submit the petition for annexation required by the Covenant upon written request by the City of Columbia to cause such real property to be annexed into the City of Columbia upon any portion thereof becoming contiguous to the City limits of the City of Columbia will result in a termination of water or sewer service to all of the real property until such time the owner(s) of the real property cause the real property to be annexed into the City of Columbia. Additionally, this Covenant may be enforced by an action for specific performance. In addition to the remedies specifically set forth herein, all public and private remedies allowed by law or in equity against anyone in violation of this Covenant shall be available. All of the remedies set forth herein are cumulative and not exclusive. Any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia shall be entitled to bring an action for enforcement of the Covenant at such time as the City of Columbia has made the written request upon the then current owner(s) to submit a proper and sufficient annexation petition as required by the Covenant and the then current owner(s) have failed to submit the aforesaid petition within thirty (30) days of the written request.

The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to bring an action to enforce this Covenant shall not operate as a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia fail to bring action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

DURATION OF COVENANT

This covenant shall run with the land and shall be binding upon any person or entity having any right, title or interest in the real property, or any portion thereof, including Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, forever.

INTERPRETATION

In interpreting words in this Declaration of Covenant, unless the context shall otherwise provide or require, singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

The headings are included for purposes of convenient reference and such shall not affect the meaning or interpretation of this Declaration of Covenant.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenant on the day and year first above written.

WITNESSES:

DECLARANT:

RICHLAND COUNTY

(Signature of Witness #1)

BY: _____
(Signature)

(Signature of Witness #2)

NAME: _____
(Print or Type Name)

TITLE: _____
(Print or Type Title)

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____ of _____
(Name of Officer and Title)

_____ on behalf of the within-named Declarant.
(City and State)

(Notary's Signature)

NOTARY PUBLIC FOR STATE OF _____
(STATE)

MY COMMISSION EXPIRES _____
(DATE)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____, do hereby certify that I supervised the execution of the attached Declaration of Covenants for Richland County Public Library Northeast Branch Renovation; 7490 Parklane Road with Richland County as Grantor and the City of Columbia, as Grantee, this _____ day of _____, 20____.

State Bar or License Number _____

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Miwon Specialty Chemical USA, Inc. (Project Monopoly) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase an option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters

Notes:

First Reading: July 24, 2018

Second Reading: October 2, 2018

Third Reading: October 16, 2018

Public Hearing: October 16, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND MIWON SPECIALTY CHEMICAL USA, INC. (PROJECT MONOPOLY) TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; THE EXECUTION AND DELIVERY OF A PURCHASE AND OPTION AGREEMENT; THE TRANSFER OF APPROXIMATELY 15 ACRES OF REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE GRANTING OF AN OPTION ON AN ADDITIONAL APPROXIMATELY 15 ACRES OF ADJACENT 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, Miwon Specialty Chemical USA, Inc. (formerly, Project Monopoly) (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$18,500,000 and the creation of 25 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; and (2) a Purchase and Option Agreement, the form of which is attached as Exhibit B (the “Purchase Agreement”), pursuant

to which the County will transfer approximately 15 acres of land (but not exceeding 20 acres) to the Sponsor (the "Property") and grant an option to purchase for an additional approximately 15 acres of land (but not exceeding 20 acres) adjacent to the Property for the consideration and upon the terms described therein (the "Option 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. *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 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 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 and to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the Property and Option Property, the execution of a limited warranty deed and other closing documents to accomplish the transfer of the Property (including any improvements thereon), the granting of an option on the Option 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 and the Fee 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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: July 24, 2018
Second Reading: October 2, 2018
Public Hearing: October 16, 2018
Third Reading: October 16, 2018

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF *AD VALOREM* TAX AGREEMENT

BETWEEN

MIWON SPECIALY CHEMICAL USA, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF OCTOBER 16, 2018

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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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Miwon Specialty Chemical USA, Inc.	
Project Location	1700 Longwood Road	
Tax Map No.	R16100-02-06; R16100-02-02 (portion); R16100-02-021	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	
<ul style="list-style-type: none"> • Investment Commitment 	First five years of Investment Period: \$18,500,000 of which \$4,250,000 is taxable real estate. Second five years of Investment Period: \$5,000,000 total.	
<ul style="list-style-type: none"> • Jobs Commitment 	25 for first five years of Investment Period	
<ul style="list-style-type: none"> • Investment Period 	10 years	
<ul style="list-style-type: none"> • Assessment Ratio: 	6%	
<ul style="list-style-type: none"> • Millage Rate 	469	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable millage: 	Fixed	
<ul style="list-style-type: none"> • Claw Back information 	Statutory clawback only for failure to reach Act Minimum Investment Requirement during the Investment Period.	
Multicounty Park	Yes – I-77 Corridor Regional Industrial Park	
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	47%	
<ul style="list-style-type: none"> • Credit Term 	Through the Final Phase Termination Date	
<ul style="list-style-type: none"> • Claw Back information: 	Pro-rata clawback of Infrastructure Credit if shortfall in Investment Commitment and Jobs Commitment during first five years of Investment Period. Additional fee payment if less than \$4,250,000 in taxable real estate to make up for the shortfall in real estate investment. Pro-rata clawback of Infrastructure Credit received on second five years of Investment Period investments, if shortfall \$5,000,000 investment commitment in second five years of Investment Period.	
Other information		

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 October 16, 2018, 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 Miwon Specialty Chemical USA, Inc., 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) 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) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing 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 \$18,500,000 and the creation of 25 new, full-time jobs;

(d) By an ordinance enacted on October 16, 2018, 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, 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.

"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 within the Investment Period in real and personal property at the Project of not less than \$18,500,000 of which at least \$4,250,000 will be in taxable real estate or real estate improvements (including the value of Real Property) (the **"Real Estate Investment Requirement"**).

"Contract Minimum Extension Period Investment Requirement" means an investment of at least \$5,000,000 during the Investment Period Extension

"Contract Minimum Jobs Requirement" means not less than 25 full-time, jobs created by the Sponsor in the County in connection with the Project during the Investment Period.

"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 4.4 of this Fee Agreement; (ii) a casualty as described in Section 4.5 of this Fee Agreement; or (iii) a condemnation as described in Section 4.6 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 Extension 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 5.1 of this Fee Agreement.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Fee Agreement**” means this Fee Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period Extension.

“**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, 2059, the Final Termination Date is expected to be January 15, 2061, 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 4.2 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property 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. For purposes of this Fee Agreement, the Investment Period is expected to end on December 31, 2025.

“**Investment Period Extension**” means the period beginning after the Investment Period ends and continuing for 5 years after such ending. For purposes of this Fee Agreement, the Investment Period Extension is expected to end on December 31, 2030.

“**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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Non-Qualifying Property**” means that portion of the Project which is not Economic Development Property.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period or Investment Period Extension.

“**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 or Investment Period Extension 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 29th 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 4.4 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.5(c) or Section 4.6(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 Miwon Specialty Chemical USA, Inc. 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, in cash or in kind, 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 July 24, 2018, by adopting an Inducement Resolution, as defined in the Act, which Inducement Resolution was amended and restated by the County on October 16, 2018.

(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, the Contract Minimum Jobs Requirement, and the Contract Minimum Extension Period 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, (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period and (iii) meet the Contract Minimum Extension Period Investment Requirement within the Investment Period Extension. 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, the Contract Minimum Job Requirement, or the Contract Minimum Extension Period 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 in January 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 January 5, 2011, 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 469 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, 2018.

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 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. In the tax 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 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, and any Sponsor Affiliate, 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 the 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.

Section 5.2. Reserved.

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 Company 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 notice, 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. The Sponsor may request any County officials or other representatives of the County to execute its standard confidentiality agreement in case of a visit by such persons to the Project.

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 herein 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. [DISCUSSION OF INDEMNIFICATION PROVISIONS UNDER CONSIDERATION WITH COUNTY ATTORNEY’S OFFICE]

(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 or any Sponsor Affiliate is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year over the same piece of Economic Development Property. The Sponsor or any Sponsor Affiliate 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 the Administration Expenses in the amount of not exceeding \$7,500. 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

Miwon Specialty Chemical USA, Inc.
c/o Miwon North America, Inc.
The Commons at Oaklands
696 W. Lincoln Highway
Exton, PA 19341

WITH A COPY TO (does not constitute notice):

Miwon Specialty Chemical Corporate HQ
20, Poeun-daero 59beon-gil
Suji-gu, Yongin-si
Gyeonggi-do, 16864, Korea

AND

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070

Columbia, SC 29211

IF TO THE COUNTY:

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

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 Agreement]

**MIWON SPECIALTY CHEMICAL USA,
INC.**

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL 1:

A tract of land consisting of a portion of 16.33 acres at 1700 Longwood Road, Richland County, with TMS #R16100-02-16, more particularly described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 16.33 acres, being more particularly shown and designated on plat prepared for Richland County by James F. Polson, RLA, dated February 18, 2015, recorded in Plat Book 2011, page 2489, Office of the ROD for Richland County.

PARCEL 2:

That certain piece, parcel or tract of land being shown as Tract 3 (0.07 acre) on that certain plat entitled "Plat of Longbranch Farms for Richland County Public Works" recorded in Book 2000, Page 841, in the Office of the Register of Deeds for Richland County, South Carolina, TMS #R16100-02-21.

PARCEL 3:

A parcel not exceeding 10 acres at 1550 Longwood Road, being a portion of TMS #R16100-02-02, which more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

The final boundaries of such survey to be established by a survey mutually acceptable to the County and the Company.

EXHIBIT B
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [] (“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

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
DESCRIPTION OF INFRASTRUCTURE CREDIT

Commencing with the first FILOT Payment due with respect to the property tax year after the Project is first placed in service, the Sponsor and any Sponsor Affiliates shall be entitled to an Infrastructure Credit equal to 47% per year against the entire amount of the FILOT Payment for the term of the Fee Agreement.

EXHIBIT E
DESCRIPTION OF CLAW BACKS

(A) If the Company fails to achieve the Contract Minimum Investment Requirements or the Contract Minimum Jobs Requirement within the Investment Period, a claw back shall be due as follows:

Repayment Amount = Total Dollar Amount of Infrastructure Credit 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 \$100,000 in Infrastructure Credits, and \$10,000,000 had been invested at the Project and 30 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 30/[Contract Minimum Jobs Requirement] = 100%

Investment Achievement Percentage = \$10,000,000/[\$[Contract Minimum Investment Requirement]] = 54%

Overall Achievement Percentage = (100% + 54%)/2 = 77%

Claw Back Percentage = 100% - 77% = 23%

Repayment Amount = \$100,000 x 23% = \$23,000

(B) With respect to a shortfall in the amount of the Real Estate Investment Requirement, if the Company fails to meet the Real Estate Investment Requirement, which shall be determined independently of the previously described calculation, the Company shall be required to pay the shortfall in FILOT Payments caused by such failure (after application of the incentives provided herein, including the Infrastructure Credit).

(C) If the Company fails to meet the Contract Minimum Extension Period Investment Requirement, a clawback shall be due as follows:

Repayment Amount = Total Dollar Amount of Infrastructure Credit Received on the Investments made during Investment Period Extension x Claw Back Percentage

Claw Back Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved during Investment Period Extension / Contract Minimum Extension Period Investment Requirement [may not exceed 100%]

In calculating the achievement percentage, only the investment made up to the Contract Minimum Extension Period Investment Requirement will be counted.

For example, and by way of example only, if the County granted \$10,000 in Infrastructure Credits during the Investment Period Extension related to the investments made during the Investment Period Extension, and \$1,000,000 had been invested at the Project during the Investment Period Extension, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$1,000,000/[Contract Minimum Extension Period Investment Requirement] = 20%

Claw Back Percentage = 100% - 20% = 80%

Repayment Amount = \$10,000 x 80% = \$8,000

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.

-#4846-8870-7950 v.5-

EXHIBIT B

FORM OF PURCHASE AND OPTION AGREEMENT

~#4829-5219-9790 v.3~

PURCHASE AND OPTION AGREEMENT

This Purchase and Option Agreement (“Agreement”), entered into this ____ day of _____, 2018 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and MIWON SPECIALTY CHEMICAL USA, INC., a Delaware corporation, 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 Exhibit A (the "Property").

Tax Map No. R16100-02-16; R16100-02-21; and portion of R16100-02-02.

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 the period following the Effective Date up until the Closing date (such period being herein referred to as the “Inspection Period”), 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 in Seller’s possession relating to the Property.

(b) 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., 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 of repair 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. 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 (Exhibit A) 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 \$245,000 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 and the Option Property (as defined herein) prior to Closing.

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 to all of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) 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) 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) 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) all utilities (sewer, water, electric power, natural gas, and telecommunications) will be provided at the Property boundary at no cost to the Sponsor no later than March 31, 2019, with the exception of water service which will be available by no later than March 1, 2019, with the permanent water line to be completed no later than January 1, 2020.

(n) 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 for a consideration of \$100.00, 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.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing.

4. **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

To Buyer:

Miwon Specialty Chemical USA, Inc.
c/o Miwon North America, Inc.
The Commons at Oaklands
696 W. Lincoln Highway
Exton, PA 19341

With a copy to: (does not constitute notice):
Miwon Specialty Chemical Corporate HQ
20, Po Eun-daero 59beon-gil
Suji-gu, Yongin-si
Gyeonggi-do, 16864, Korea

and

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor (29201)
PO Box 11070
Columbia, SC 29211

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. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period, but no later than December 31, 2018, unless the Buyer requests an extension of the Inspection Period pursuant Section 1(c). Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option to terminate or proceed to Closing with Seller assigning unto Buyer the right to collect all insurance proceeds applicable to the Property. 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 10 days from such notice. 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 C.
- 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, 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 Indemnity 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.

7. Purchase Option and Right of First Refusal.

(a) Buyer shall have the option to purchase the land described on Exhibit B (the "Option Property") for a period (the "Option Period") commencing on the date of the issuance of a certificate of occupancy in connection with the start of manufacturing operations of the Project (which certificate of occupancy shall, for purposes of this section 7, be issued no later than December 31, 2021), for a period of sixty (60) months for a price of \$25,000 per acre (the "Option Purchase Price"). After the expiration of the Option Period and for a period (the "ROFR Period") sixty (60) months thereafter, the Seller may sell all or any part of the Option Property, but only upon the following conditions: (i) the Seller shall have first offered the Option Property to Buyer by giving written notice (the "Sale Notice") of the fact that Seller has bona fide unrelated third party purchaser which intends to construct a manufacturing, distribution, or similar economic development type project on the Option Property and Seller desires to sell the Option Property to such bona fide purchaser and the sales price therefor, (ii) there shall be no other land available in the Pineview Industrial Park upon which the prospective purchaser's project can be located, (iii) Buyer shall have had thirty (30) days after the date of receipt of the Sale Notice within which to notify Seller that Buyer intends to purchase the Option Property for the Option Purchase Price under the additional terms and conditions contained in this Agreement; and (iv) Buyer has elected not to purchase the Option Property or fails to give timely response to the Sale Notice. In such case, Seller may sell the Option Property to such unrelated third party purchaser, provided closing of such sale occurs within 120 days after the date of the Sale Notice; if closing does not occur within said 120 days, then Buyer shall again have a right to purchase and the provisions of this section must be complied with prior to any sale of the Option Property. Seller and Buyer expressly agree that Seller and Buyer may enter into negotiations for a reduction of the Option Purchase Price in connection with a future expansion of Buyer's operations onto the Option Property.

As used in this Agreement, the word "sell" includes, but is not limited to, (a) any transfer of all or any portion of the Option Property (i) for money or money's worth, (ii) without consideration, or (iii) whereby Seller contributes all or any portion of the Option Property or the Seller's beneficial interest therein, to a partnership, corporation, limited liability company, trust or other entity, whether or not Seller receives any legal or beneficial interest in such entity or any other consideration, or (b) any sale, issuance, transfer or conveyance of stock or other transaction or transactions that, individually or taken in the aggregate, vest control of Seller in an entity or person other than the controlling entity or person as of the Effective Date.

(b) The Seller hereby covenants and agrees, during and throughout the term of this option, not to transfer or sell or assign or pledge or hypothecate or further alter or encumber the title to the Option Property beyond the Permitted Exceptions as listed and contained on Exhibit C attached hereto. Closing on the Option Property shall occur at a time mutually convenient to Buyer and Seller within sixty (60) days after Buyer notifies Seller that Buyer intends to exercise its option to purchase pursuant to paragraph 7(a) hereinabove. Closing shall take place in the offices of Buyer's attorneys in Columbia, South Carolina or at such other location as may be designated by Buyer.

(c) Seller shall deliver at closing of the Option Property:

- 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 Option 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 C.
- 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 Option Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, 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 Option Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap Indemnity 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.

(d) Each of the undersigned parties hereto shall pay its own attorney fees and costs arising from the sale of the Option Property. The Buyer, pursuant to SC Code Ann. Section 12-24-20, shall pay for documentary stamps and transfer taxes on the deed. The Buyer shall also pay for all title abstract fees and costs, title insurance premiums and binders, surveyor fees, recording fees and any environmental Phase I Audits.

(d) A short form purchase option in such form and substance as is suitable to both undersigned parties hereto for recording and therein summarizing the basic terms and conditions of

this Agreement shall be executed by both the Seller and the Buyer in a prompt manner and fashion after execution of this Agreement; and the Buyer may thereafter record such short form at Buyer's cost and expense if the Buyer should choose and desire and wish to do so.

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. 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 3 and 7, shall survive the Closing.

13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supercedes any prior discussions, agreements and negotiations heretofore.

Witness our Hands and Seals the day and year first above written.

Buyer: MIWON SPECIALTY CHEMICAL USA, INC.

By: _____

Title: _____

Date signed: _____, 2018

Seller: RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Title: _____

Date signed: _____, 20__

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1:

A tract of land consisting of a portion of 16.33 acres at 1700 Longwood Road, Richland County, with TMS #R16100-02-16, more particularly described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 16.33 acres, being more particularly shown and designated on plat prepared for Richland County by James F. Polson, RLA, dated February 18, 2015, recorded in Plat Book 2011, page 2489, Office of the ROD for Richland County.

PARCEL 2:

That certain piece, parcel or tract of land being shown as Tract 3 (0.07 acre) on that certain plat entitled "Plat of Longbranch Farms for Richland County Public Works" recorded in Book 2000, Page 841, in the Office of the Register of Deeds for Richland County, South Carolina, TMS #R16100-02-21.

PARCEL 3:

A parcel not exceeding 10 acres at 1550 Longwood Road, being a portion of TMS #R16100-02-02, which more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

Such parcel to be generally located as shown on Exhibit A-1 attached hereto, final boundaries to be established by a survey mutually acceptable to Seller and Buyer.

EXHIBIT B

OPTION PROPERTY DESCRIPTION

A parcel of approximately 15 acres but not exceeding 20 acres, at 1550 Longwood Road, being a portion of TMS #R16100-02-02, more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

Such option parcel to be generally located as shown on Exhibit A-1 attached hereto, final boundaries to be established by a survey mutually acceptable to Seller and Buyer.

EXHIBIT C

PERMITTED EXCEPTIONS

AS TO PARCELS 1, 2, 3 AND OPTION PARCEL:

1. Easement to South Carolina Electric & Gas Company recorded in the Office of the Register of Deeds for Richland County in Deed Book GE at Page 289.
2. Terms and conditions of that certain indenture by and between NUPAC Services, Inc. and South Carolina Electric & Gas Company dated June 4, 1990 recorded in the Office of the Register of Deeds for Richland County on June 12, 1990 in Book D984 at Page 307.

AS TO PARCEL 1 ONLY:

3. The following matters shown on the February 18, 2015 plat prepared for Richland County by James F. Polson, RLS #4774, recorded in the Office of the Register of Deeds for Richland County on March 13, 2015 in Plat Book 2011 at Page 2489:
 - a. Overhead power lines;
 - b. Power poles;
 - c. Guy poles;
 - d. Light poles;
 - e. Wire fence;
 - f. Well;
 - g. Metal plate;
 - h. Gate;
 - i. Gate control access;
 - j. Concrete pad;
 - k. Shed;
 - l. Propane tank;
 - m. Telephone pedestals;
 - n. Metal buildings; and
 - o. Chain link fence.

AS TO PARCELS 2, 3 AND OPTION PARCEL ONLY:

4. Terms and conditions of that certain Easement and Right-of-Way Deed by and between Bluff Development Co., Inc. and the County Council of Richland County dated February 27, 1974, recorded in the Office of the Register of Deeds for Richland County on July 8, 1974 in Book D321 at Page 398.
5. Terms and conditions of that certain Indenture by and between Longbranch Farm, Inc. and South Carolina Electric & Gas Company dated April 1, 2001, recorded in the Office of the Register of Deeds for Richland County on April 24, 2001 in Book 508 at Page 1651.
6. Terms and conditions of that certain Right of Way Easement granted by Branch Interests to Southern Bell dated August 6, 1992, recorded in the Office of the Register of Deeds for Richland County on December 15, 1992 in Book D1120 at Page 63.
7. Terms and conditions of that certain indenture by and between Branch Interests and the South Carolina Electric & Gas Company dated April 20, 1992, recorded in the Office of the Register of Deeds for Richland County on April 28, 1992 in Book 1084 at Page 201.
8. Terms and conditions of that certain indenture by and between Branch Interests and the South Carolina Electric & Gas Company dated September 20, 1990, recorded in the Office of the Register of Deeds for Richland County on October 2, 1990 in Book D999 at Page 423.
9. Terms and conditions of Deed to Water Lines in a Portion of Reeder Point Parcel A by Bluff Development Company, Inc. granted to the City of Columbia, dated August 15, 1973, recorded in the Office of the Register of Deeds for Richland County on August 20, 1973 in Book D 290 at Page 267.
10. Terms and conditions of that certain indenture by and between Southeast Columbia Associates and South Carolina Electric & Gas Company dated June 8, 1990, recorded in the Office of the Register of Deeds for Richland County on June 25, 1990 in Book D985 at Page 836.
11. The following matters shown on the January 21, 2015, plat of Langbranch Farms prepared for Richland County by James F. Polson, RLS #4774, recorded in the Office of the Register of Deeds for Richland County in Plat Book 2000 at Page 841:
 - a. Creeks;
 - b. Wire fence;
 - c. Plastic rail fence;
 - d. Chain link fence;
 - e. Ditch and rip rap;
 - f. Mobile Home;
 - g. Road crosses property;
 - h. Overhead power lines; and
 - i. Power poles.

~#4844-3279-7806 v.6~

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 Arclin Surfaces - Blythewood Co.; and other related matters

Notes:

First Reading: September 11, 2018
Second Reading: September 18, 2018
Third Reading: October 16, 2018 {Tentative}
Public Hearing: October 16, 2018

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 ARCLIN SURFACES – BLYTHEWOOD CO.; 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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Arclin Surfaces – Blythewood Co. (“Company”) has committed to maintaining its manufacturing facility in the County (“Project”), consisting of taxable investments in real and personal property;

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 (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the 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 a companion approving ordinance by the Fairfield County Council.

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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: September 11, 2018
Second Reading: September 18, 2018
Public Hearing: October 16, 2018
Third Reading: October 16, 2018

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

ARCLIN SURFACES – BLYTHEWOOD CO.

Effective as of: November 1, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of November 1, 2018 (“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 ARCLIN SURFACES - BLYTHEWOOD CO., a Delaware corporation (“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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to maintaining its manufacturing facility in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investments in real and personal property;

WHEREAS, by an ordinance enacted on October 16, 2018 (“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 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 Delaware, 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; and
- (b) 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. *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 (all real and personal property on or at the Land, including without limitation, all existing land, buildings, machinery and equipment). 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 bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.1 (a) ("Net Fee Payment"). Following receipt of the 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 2.2 Clawback. If the Company fails to maintain the operations of its manufacturing facility in the County for all of calendar year 2018, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the number of months the Company’s manufacturing operations are shut down and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Achievement Percentage

Achievement Percentage = Number of months the facility is operating / 12

For example, and by way of example only, if the Company had received \$400,000 in Infrastructure Credits, and the Company ceased operations at its facility in October 2018, the Repayment Amount would be calculated as follows:

Achievement Percentage = 10/12 = 83%

Clawback Percentage = 100% - 83% = 17%

Repayment Amount = \$400,000 x 17% = \$68,000

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.2 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount 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 survives termination of the Agreement.

Section 2.3 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 2.4 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.

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) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(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, 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) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) 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; and (ii) 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 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 duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
-------------------	--

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
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

Arclin Surfaces – Blythewood Co.
Attn: David Morris, Chief Financial Officer
1000 Holcomb Woods Parkway, Suite 342
Roswell, Georgia 30076
Phone: 678.999.2100
Fax: 678.781.4420

with a copy to

Nexsen Pruet, LLC
Attn: James K. Price
55 East Camperdown Way, Suite 400
Greenville, South Carolina 29601
Phone: 864.282.1164
Fax: 864.477.2632

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$1,500. The Company 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 Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, 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, ARCLIN SURFACES - BLYTHEWOOD CO., has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

ARCLIN SURFACES - BLYTHEWOOD CO.

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that certain piece, parcel or tract of land being 23.52 acres, more or less, located at 1051 Jenkins-Brothers Road in Richland County, South Carolina and being the same property conveyed to Casco Nobel America, Inc. by deed, dated October 31, 1996 and recorded in the Register of Deeds Office for Richland County in Deed Book 1346 at Page 402. Casco Nobel America, Inc. subsequently became Arclin Surfaces – Blythewood Co.

Tax Map No. R17600-01-01

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

**70% OF THE FEE PAYMENTS DUE FOR TAX YEAR 2018 ON THE REAL AND PERSONAL PROPERTY
LOCATED ON OR AT THE LAND**

Richland County Council Request for Action

Subject:

An Ordinance authorizing and providing for the combining of Richland County's existing water systems and Richland County's existing sewer systems into a combined water and sewer system to be known as the Richland County Water and Sewer System; providing for the operation thereof; providing for issuance of bonds; and other matters related thereto

Notes:

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE COMBINING OF RICHLAND COUNTY'S EXISTING WATER SYSTEMS AND RICHLAND COUNTY'S EXISTING SEWER SYSTEMS INTO A COMBINED WATER AND SEWER SYSTEM TO BE KNOWN AS THE RICHLAND COUNTY WATER AND SEWER SYSTEM; PROVIDING FOR THE OPERATION THEREOF; PROVIDING FOR ISSUANCE OF BONDS; AND OTHER MATTERS RELATED THERETO.

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. Holt #15

Date: August 17, 2018

This Service Order No. Holt #15 is issued by Richland County, South Carolina (the “County”), to Holt Consulting Company, LLC. (the “Consultant”) pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

I. Scope of Services.

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

See 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: September 3, 2018
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>	\$	449,289.62
<i>Approved Direct Expenses</i>	\$	7,017.50
<i>Cost Plus Fixed Fee</i>	\$	0.00
<i>Total</i>	\$	<u>456,307.12</u>
<i>Contingency – Not to Exceed*</i>	\$	44,928.96

**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 _____, 2018.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____ (L.S.)

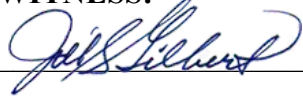
Its: _____

Date: _____

CONSULTANT:

HOLT CONSULTING COMPANY, LLC

WITNESS:



By:  _____ (L.S.)

Its: Principal _____

Date: August 17, 2018 _____

EXHIBIT A: SCOPE OF SERVICES

ATTACHMENT "A"

SCOPE OF SERVICES AND SCHEDULE

SPEARS CREEK CHURCH ROAD (S-53)

WIDENING

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 widening the existing roadway to five lanes (two lanes in each direction with center median) between Two Notch Road (US 1) and just before the westbound I-20 entrance / exit ramps, for a total length of approximately 2.20 miles. The project is proposed to include bicycle and pedestrian accommodations.

Project Location - The project is located in Richland County, northeast of the City of Columbia; 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.

Proposed Project Scope (Roadway Widening) – A Concept Report, Traffic Analysis & Report, Preliminary Roadway and Conceptual Structure Plans, and other associated services, will be developed to reflect the implementation of the widening of Spears Creek Church Road to five lanes with the following;

- 45 mph design speed;
- 12-foot wide travel lanes;
- The addition of a two-way left turn lane along the length of the roadway (assumed 15 foot wide center media);
- Curb and gutter, closed-drainage system;
- The addition of bicycle and pedestrian accommodations along the length of the roadway;
- Hydraulic evaluations of existing FEMA crossing of Spears Creek;
- Potential replacement of existing RC box culvert and dual, RC pipes with a new structure;
- Review vertical/horizontal and intersection alignments and design, and revise, if necessary, to meet design criteria; and,
- Pedestrian accommodations along Earth Road which connect to the Clemson Road Widening project.

Summary of Anticipated Services - An outline of the services anticipated for this project is shown below.

- Task 1 - Project Management
- Task 2 - Environmental Services / Permitting
- Task 3 - Traffic Analysis
- Task 4 - Aerial Mapping / Field Surveys
- Task 5 - Concept Report
- Task 6 - Preliminary Roadway Design
- Task 7 - Conceptual Structure Design
- Task 8 - Preliminary Stormwater Management / Hydraulic Design

Quality Control

The CONSULTANT shall implement all necessary quality control measures to produce plans and reports that conform to COUNTY guidelines and standards. Prior to submittal to the COUNTY, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and maintain a stringent quality control program as well. The COUNTY reserves the right to request QA/QC documents (red-lines, checklists, etc) from the CONSULTANT with project deliverables.

Task 1

PROJECT MANAGEMENT

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, DEPARTMENT and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume a 9-month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates.

At this time, no assumptions should be made for the preparation of invoices, reports and updates during the construction duration of the project. All Construction Phase Services to be negotiated under a future contract modification.

- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 9-month design schedule.
- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend 9 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 be in attendance at these meetings and will prepare all necessary display materials, meeting agendas and minutes.

Deliverables:

1. Nine (9) status reports (approximately monthly) and updated schedule. Two (2) 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

ENVIRONMENTAL SERVICES/PERMITTING

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.

No Jurisdictional Determination services shall be conducted during this scope of services. Desktop level wetland mapping (National Wetland Inventory, NWI) shall be used as a general guide during the development of the roadway alignment for preparation of the concept report and preliminary plans.

No permitting services shall be conducted during this scope of services; however, the Concept Report (see Task 5) shall include potential permitting requirements and other environmental issues.

No NEPA documentation services are assumed for this scope of work.

Technical Reports

Hazardous Waste and Underground Storage Tanks – In assessing the environmental liabilities associated with the proposed new rights of way, the COUNTY may conduct appropriate / applicable elements of a Phase I Environmental Site Assessment in accordance with procedures established by ASTM Designation E 1527-13, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. This approach complies with the Standards and Practices for All Appropriate Inquiries (AAI), Final Rule published in 40 CFR Part 312. A Phase 2 Site investigation may be conducted by the COUNTY for those sites recommended for additional study as stated in the Phase 1 ESA. The results / deliverable provided from a Phase 1 ESA and any potential Phase 2 Site Investigations will be provided to the CONSULTANT.

Public Coordination/Public Meeting – 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 will develop and provide to the COUNTY a list of property owners and stakeholders such as businesses, schools, shopping centers and home owners associations.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Monday or Thursday at a venue along, or near, the project corridor. The CONSULTANT, with input from the

COUNTY, will be responsible for procuring the venue and determination of date and time. The CONSULTANT will be responsible for the preparation of public notice letters and draft media release necessary for promoting the meeting. The COUNTY will provide sample documentation from a previous public meeting. Following COUNTY approval of the public notice letter, the CONSULTANT will mail letters to the list of property owners and stakeholders.

The CONSULTANT, with input from the COUNTY, shall prepare necessary public meeting materials, (deliverables would include project design displays, project overview displays, project typical sections and right of way data tables, as applicable). The CONSULTANT will provide necessary boards and display easels. The CONSULTANT shall also be responsible for the development and printing of handouts, comment cards and sign-in sheets for the public meeting. The COUNTY will provide a base template (with language utilized for previous public meetings) for the handout, comment card and sign-in sheets. The CONSULTANT shall provide draft copies of all materials to be used in the public meeting to the COUNTY for review a minimum of 15 business days prior to printing. The CONSULTANT will also provide the COUNTY with PDF versions of all final deliverables, as stated above, for the public information meeting one week prior to the meeting for posting on the COUNTY website.

The public meeting is assumed to be held as an open-house style meeting. The COUNTY may conduct a brief formal presentation at some time during the public information meeting. The CONSULTANT shall attend the scheduled public meeting and have a minimum of four (4) personnel knowledgeable of the project and its impacts in attendance. The CONSULTANT's role at the meeting is to discuss the project alternatives, proposed design and impacts with the public in attendance.

The COUNTY may secure security guards from local law enforcement agencies or private security firms for all public meetings. The COUNTY will also be responsible for fabricating and erecting signs to be placed on the projects as well as any directional signage needed at the public meeting venue.

The CONSULTANT shall prepare a summary of the public meeting comments within seven (7) business days from the close of the public comment period and receipt of the comments from the COUNTY. The COUNTY will provide a sample from a previous public meeting on a similar project. The COUNTY will be responsible for development of public comment responses and individual response letters, at their discretion. The CONSULTANT may be asked to assist with the development of appropriate responses, as necessary.

Assumptions:

- The CONSULTANT will conduct property owner research and develop property owner and stakeholder contact/ mailing list in Excel format. Assume 125 contacts.

- The CONSULTANT will submit a draft media release to the COUNTY one month prior to the public meeting.
- The CONSULTANT will prepare public notice letters and mail/deliver to stakeholders one month prior to the public meeting. Assume 125 letters.
- The center alignment reflecting both typical sections to be presented at public meeting (see Task 5 below).
- 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 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 Penny Offices in Columbia, SC.
- Participation of four (4) CONSULTANT team members at one (1) Public Meeting

Deliverables

1. Permit Determination Form
2. Property Owner and Stakeholder list
3. Public Notice Letters
4. Draft Media Release
5. Attendance at one (1) Public Meeting and preparation of Public Meeting materials (as stated in scope)
6. Public Meeting Summary

Task 3

TRAFFIC ANALYSIS

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. Traffic control

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 COUNTY 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 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

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 and Jacobs Millpond Road on North End of Project
2. Spears Creek Church Road and Jacobs Millpond Road on South End of Project
3. Spears Creek Church Road and I-20 Ramps
4. Spears Creek Church Road at Greenhill Parish Parkway/Jacobs Drive
5. Spears Creek Church Road at Pontiac Business Center Drive/Southridge Way

The CONSULTANT will conduct 24-hour bi-directional counts 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 Special Report 209: Highway Capacity Manual 2000 edition and traffic analysis software, such as Highway Capacity Software (HCS) or Synchro 7.0 or 8.0 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

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. 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. After approval of the recommended improvements, the CONSULTANT will proceed with the development of preliminary roadway plans.

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 report.

The CONSULTANT will notify the COUNTY’s designated Project Manager prior to performing any work on site.

Task 4

AERIAL MAPPING / FIELD SURVEY

Aerial Photography and Aerial LiDAR Mapping– The CONSULTANT will conduct Aerial Photography and Aerial LiDAR Mapping services to SCDOT standards for use during the preparation of the concept report, design and roadway plan development. Mapping will be conducted to the contour accuracy of 0.5 foot (one-foot contour interval) and prepared for use in

plans developed to a horizontal scale of 1" = 20'. The vertical and horizontal accuracy will be equal to or better than 0.05-ft RMS on hard surfaces and equal to or better than 0.5-ft on non-paved surfaces. Aerial mapping deliverables shall include a 2D planimetric file, 3D digital terrain model (DTM) file, in SCDOT Standard Symbology, and orthophotography (TIF, or other geospatial digital file format).

Field annotation of aerial topography will be performed by the CONSULTANT.

Mapping limits are shown in the attached Exhibit 1.

Field Survey – The CONSULTANT shall conduct necessary field surveys for the proper development / 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.

Additionally, 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. Detailed hydraulic models and studies of the FEMA Special Flood Hazard area will be completed in subsequent phases of work for this project - see Task 8.

The intent is to utilize the Aerial LiDAR mapping conducted in this stage of work for future design services, specifically, pavement surveys. Control, LiDAR mapping checks, supplemental surveys, obscured areas, drainage / outfall surveys, property monumentation, etc to be conducted upon further development of this project.

Assumptions:

1. The COUNTY will advertise the Eminent Domain notification prior to the CONSULTANT conducting the field work.

Task 5

CONCEPT REPORT

Documentation of Existing Conditions and Identification of Deficiencies – Aerial LiDAR mapping and photography (as conducted under this scope of work) of the proposed project area will be utilized for all 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 mapping, site visits, and other available desktop-level data / information (ie; 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. At the same time, any 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;*
- *Road Design Plan Preparation Guide-2000;*
- *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 aerial LiDAR mapping and aerial photography;
- Approved design criteria;
- Typical section; (assume two)
 - Typical No. 1: On-street bike lanes with sidewalk behind curb
 - Typical No. 2: Shared-Use Pathways
- Alignment studies; (assume left, right and center alignments)
- Impact comparisons (rights-of-way, utilities, environmental, traffic, costs, etc)
- Conceptual bridge data;
- Project schedule and cost estimates (to include any existing COUNTY estimates), and;
- Recommendations for design and potential design refinements / enhancements.

The COUNTY will provide to the CONSULTANT a template, in Word format, of previously prepared concept report(s).

Task 6

PRELIMINARY ROADWAY DESIGN

Preliminary Roadway Plans – Following Project Concept Report approval, Traffic Study recommendations, and discussions with COUNTY regarding the recommended design approach, the CONSULTANT will prepare Preliminary Roadway Plans. The plans will be developed to the level of detail of approximately 30% Complete Construction Plans. The Preliminary Roadway Plans for the project will be prepared at a scale of 1"=20' scale to illustrate pertinent information associated with roadway design. The plans will be sufficiently developed to illustrate the construction limits and right-of-way requirements of the entire project. The plans will incorporate information obtained during data collection / site visits and any utility information discovered during coordination with utility owners (COUNTY to conduct), and the design will be adjusted where possible to minimize impacts. Additionally, the design will be adjusted to minimize impacts to developed properties and wetlands. Preliminary Plans will include plan, profile and cross-sections of the recommended design, to include (at a minimum) the following;

- Typical Sections
- Horizontal / vertical alignments (mainline and relocated side roads only)
- Plan Layout (lane widths, radii, directional arrows, storage, tapers, etc)
- Review of sight distance considerations
- Review of non-standard driveway grades and tie-ins
- Limits of existing rights-of-way, easements and adjacent properties
- Property lines and parcel numbers (from County GIS data)
- Anticipated location, type and size of necessary drainage culverts, major cross-lines, outfall improvements, retaining walls, and other miscellaneous roadway structures and proposed bridge

- Cross-sections at 100 foot intervals on tangents and 50-foot intervals in curves (mainline and relocated side roads only)
- Construction limits
- Proposed rights-of-way and easements
- Labeling (type, size and location) of existing, major utility features

It is assumed that the mainline Spears Creek Church Road alignment may be a combination of left and right alignment shifts in order to accommodate the necessary typical section with reduced impacts. It is assumed that such alignment will be reflected in the preliminary plans.

Upon completion of the Preliminary Roadway Plans, the CONSULTANT will submit the plans to the COUNTY for review and comment. The CONSULTANT will be responsible for addressing comments and resubmitting revised Preliminary Roadway Plans. The COUNTY will provide the Preliminary Roadway Plans to the DEPARTMENT for review and comment following receipt of revisions.. It is assumed the DEPARTMENT will provide a matrix of comments with their review. The CONSULTANT will be responsible for providing appropriate comment responses; however, no plan changes or plan resubmittals to the DEPARTMENT are assumed at this stage.

A cost estimate will be prepared by the CONSULTANT and submitted along with the Preliminary Roadway Plans for use by the COUNTY. The COUNTY will use this cost estimate in order to determine whether or not the scope of the project needs to be reduced or expanded due to budgetary constraints.

Upon completion of the Preliminary Roadway Plans, the CONSULTANT will provide the COUNTY with two (2) half-sized, hard copy sets of plans along with a PDF (half-size and full size). The CONSULTANT at this time will also provide the COUNTY with preliminary new rights-of-way areas for use in developing an estimated right-of-way cost.

Task 7

CONCEPTUAL STRUCTURE DESIGN

This task includes the analysis for a potential new structure installation along Spears Creek Church Road at the Spears Creek crossing and associated roadway widening. Existing conditions at this crossing are dual 60-inch, reinforced concrete pipes placed after the 2015 flood event which demolished the roadway south of the existing dual 6'x6' reinforced concrete box culvert. No more than three (3) different structural concepts will be evaluated for inclusion in the Concept Report. The plans for this Task will include a conceptual plan and profile sheet and typical section sheet including construction staging anticipated.

Design Criteria – Structure design criteria will be developed in accordance with the following DEPARTMENT and AASHTO (as noted) publications;

- *Bridge Design Manual, 2006;*
- *Road Design Plan Preparation Guide, 2000;*

- *SCDOT Roadway Design Manual, 2017 Edition;*
- *Standard Drawings for Road Construction;*
- *Standard Specifications for Highway Construction, 2007;*
- *Bridge Design Memoranda; and,*
- *All applicable American Association of State Highway and Transportation Officials (AASHTO) publications.*

The following design and construction specifications will be used in the design and preparation of preliminary bridge plans:

- *Bridge Design Manual, 2006;*
- *Standard Specifications for Highway Construction, 2007;*
- *AASHTO's LRFD Bridge Design Specifications, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution;*
- *AASHTO's LRFD Bridge Construction Specifications, 3rd edition (2010) and the latest Interim Specifications in place at the time of contract execution;*
- *Geotechnical Design Manual, v. 1.1, 2010;*
- *Seismic Design Specifications for Highway Bridges, v. 2, 2008;*
- *Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for bridge design and/or construction.*
- *Bridge design memoranda issued by the DEPARTMENT dated April 2006 or later.*
- *The latest edition of the ANSI/AASHTO/AWS D1.5-2002 Bridge Welding Code, with additions and revisions as stated in the special provisions.*
- *AASHTO "Guide Specifications" as may be applicable to the project.*

For any proposed bridges, they are to be assumed to have an Operational Classification = II and is in Seismic Design Category "A."

Conceptual Plans – The CONSULTANT will evaluate alternate layouts based on the parameters of the horizontal and vertical design(s) and submit a drawing showing the preferred layout and any alternates considered. Concurrence from the DEPARTMENT on the preferred alternate is necessary prior to development of preliminary plans in subsequent phases of this project. Conceptual design for bridge components will be performed to the extent necessary for verification of structure type, determination of approximate component sizes and feasibility of recommended foundations.

The CONSULTANT shall prepare a conceptual cost estimate based on the conceptual structure design to be included with the preliminary roadway estimate.

Task 8

PRELIMINARY STORMWATER MANAGEMENT/HYDRAULIC DESIGN

The CONSULTANT will perform preliminary roadway drainage design, stormwater management, and hydraulic design consistent with the level of completion for the roadway design of the project.

The roadway drainage and hydraulic design will be based on the information obtained in the associated services in this scope of work. The following subtasks will be performed as part of this task:

Drainage Field Review / Data Acquisition – The CONSULTANT will perform a detailed review of the project site. The purpose of the field review is to evaluate the existing drainage conditions and document potential design issues for the project. The following items shall be documented during the field review:

- Jurisdictional Stream / FEMA Special Flood Hazard Areas and Crossings
- Existing conditions at major cross-lines (major cross-lines are designated as cross-line structures including and larger than 48" pipe); CONSULTANT to verify existence;
- Outfall conditions and potential drainage concerns for areas adjacent to the roadway;
- Adjacent Stormwater Basins which may be impacted by the project;
- Determine sizes of existing and proposed box culverts and cross-line pipes at and above 48" in diameter;
- Existing / potential erosion control issues along the project.

The CONSULTANT shall obtain all available effective FEMA data for FEMA floodplain crossings, water quality data, and any stormwater as-built data available for adjacent developments. The water quality data shall include any stream impairments at downstream outfalls.

Drainage Design Criteria – The CONSULTANT shall prepare a summary of the roadway drainage, stormwater management, and hydraulic analysis design criteria. The design criteria will be based on the SCDOT's *Requirements for Hydraulic Design Studies* (2009) as a minimum. The CONSULTANT will review Richland County Design Standard and prepare recommendations for any conflicts in the design criteria. The drainage design criteria shall address the requirements for stream impairments downstream of the project.

Major Cross-Line Studies – In the course of the field review, the CONSULTANT shall identify all existing cross-lines and to determine the existence of any major cross-lines (structures including and larger than 48" pipe). It is assumed for this scope of services that one major cross-line exist within the project limits, along Spears Creek. Should additional major cross-line be identified, a contract modification will be negotiated for additional hydraulic studies as stated below.

The CONSULTANT shall perform a hydrologic and hydraulic study for each major cross-line drainage structure along the project. The study will include a watershed study to determine the design flows at the structure and hydraulic analysis of the cross-line in accordance with SCDOT design standards. The CONSULTANT will estimate cross-line inverts and channel topography based on field reviews. The evaluation of the cross-line should be based on the preliminary roadway design. Based on the evaluation, the CONSULTANT will provide recommendations for retaining, replacing, or other roadway drainage alternatives for each cross-line structure.

The design storm for each cross-line shall be based on the design criteria identified as part of this task. The design storm shall be based on the SCDOT's *Requirements for Hydraulic Design Studies*.

All major cross-lines will be identified and shown on the preliminary roadway plans.

Outfall Studies – The CONSULTANT shall perform a preliminary pre-construction versus post-construction analysis at each outfall. The pre-construction versus post-construction analysis shall be based on the preliminary roadway design. The outfall analysis shall address the potential increase in flows from the project and include any recommendations (if needed) for stormwater best management practices to address water quantity or quality. Best management practices which should be considered include stormwater basins, outfall improvements, water quality devices, etc. A preliminary design for the best management practice shall be performed to approximate the area of impact to adjacent property. Examples include a preliminary size for stormwater basins, length of outfall improvements, and size / type for water quality devices.

The preliminary plans shall be used by the CONSULTANT to show cross-line extensions, replacements, etc. Any potential outfall improvements or best management practices should also be shown on the preliminary plans.

The CONSULTANT will be responsible for preparing a Drainage Summary Report to include the calculations performed as part of this scope of services, recommended improvements for cross-lines and outfalls, and recommendations for FEMA floodplain and Jurisdictional Stream crossings. The Drainage Summary Report shall include a narrative description of the drainage conditions along the project and a summary of any potential roadway drainage issues along the project.

Detailed ditch design and closed storm system design is not included in this scope of work. The CONSULTANT will be required to approximate roadway drainage areas for each outfall based on the preliminary roadway plans; however no interior drainage system design is required for this phase of the project. Field surveys of drainage structures / cross-lines will not be performed as part of this phase of the project.

Sediment and erosion control design is not required for this phase of the project. As part of the field reviews, the CONSULTANT shall identify any areas which are highly susceptible to erosion or sedimentation issues. These areas should be identified in the field review and summarized in the drainage report. These areas may require additional erosion and sediment control above the normally accepted methods for roadway improvement projects. Example areas include existing ponds located downstream of the project, areas of large cut and fill, etc.

Preliminary Hydraulic Analysis – The proposed improvements along Spears Creek Church Road will likely impact the FEMA-defined Special Flood Hazard Area associated with the Spears Creek crossing and associated floodway. The project will include a preliminary hydraulic study to evaluate the existing and/or proposed hydraulic structures.

The existing hydraulic structure under Spears Creek Church Road along Spears Creek consists of dual 60-inch, reinforced concrete pipes which were added to the south of the existing dual 6'x6' reinforced concrete box culvert in the area demolished during the 2015 flood event which also

breached the Walden Pond dam. The stream crossing within the project corridor is designated Zone AE Special Flood Hazard Area. The CONSULTANT will obtain and verify all existing hydraulic data and utilize available, existing models, as the basis of the studies, where applicable. The existing models will be updated to reflect the limited additional field survey data of the project area obtained for this phase of work. The existing hydraulic model (or developed model from survey) will be utilized to evaluate the potential impacts of extending the pipes and/or culvert conveying Spears Creek. If necessary, the hydraulic models will be utilized to evaluate potential replacement structures as well. The proposed conditions models will be developed based on the proposed design to analyze the potential impacts of the project. The analysis of the existing hydraulic data will include a review of the watershed and FEMA calculated design flows to ensure their accuracy with existing conditions.

The preliminary hydraulic studies will be based on DEPARTMENT requirements and will include an evaluation of the impacts from the proposed construction.

Assumptions:

1. If needed, the CONSULTANT will utilize geotechnical data from reports developed for the nearby Clemson Road widening project to develop input to the preliminary hydraulics study.
2. CONSULTANT to obtain FEMA model data and COUNTY will provide available LiDAR data.
3. A Conditional Letter of Map Revision (CLOMR) or a No-Impact Certification will be completed as part of a future work order as required.
4. The CONSULTANT will complete more detailed hydraulic studies and the hydraulic study documentation as required by the United States Army Corps of Engineers as part of the environmental permit as part of a future work order as required.

Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Landscaping and irrigation plans
- Pavement coring or pavement design
- Environmental Assessment Documentation
- Falling Weight Deflectometer (FWD) testing
- Video Pipe Inspection
- The CONSULTANT shall not be the “responsible engineer” referenced IN 2009-04 who evaluates the structural condition and performs the preliminary inspection of existing pipes and culverts to determine if they can be retained. The DEPARTMENT shall determine if existing pipes and culverts are to be retained due to structural conditions. The CONSULTANT will indicate the retention/extension of all existing pipes/culverts which meet the hydraulic requirements unless otherwise directed by the DEPARTMENT
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Utility coordination
- Right-of-way acquisition, exhibits, negotiations, or appraisals
- Right-of-way or construction phase design services and plans
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- Location of water and sewer utility services for each utility customer in the project area.
- All other services not specifically included in this scope of work
- Construction Phase Services (proposed contract modification for these services)

Services of the COUNTY

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein.
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Eminent Domain advertisement notice.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting.
- Provide Security guard for the public information meeting.
- 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
- Final moving, demolition and reset items list. An initial list will be provided by the CONSULTANT.
- Contract documents (project-specific special provisions to be supplied by CONSULTANT)
- Right-of-Way acquisition.
- As-built roadway plans.
- Construction Engineering and Inspection (CEI)
- Phase 1 Environmental Site Assessment
- Approved pavement design

Project Deliverables

The CONSULTANT will provide to the COUNTY the deliverable items shown below within the time allotted for each phase of work. Delivery may not be in the order shown.

- Meeting Agendas and Meeting Minutes
- Photography / Video (project documentation)
- Roadway and Bridge Design Criteria
- Project Concept Report
- Project Traffic Analysis / Study
- Public Information Meeting materials (as detailed in scope of work)
- Preliminary Roadway Plans
- Bridge Concept Layout(s)
- Conceptual Structure Plans
- Drainage Summary Report
- Preliminary Plans construction cost estimate
- Documentation of areas of new rights-of-way (per parcel)
- CADD files

Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

Project Concept Report	4	months from NTP
Public Information Meeting	5	months from NTP
Preliminary Roadway & Bridge Plans	7	months from NTP
<i>assume COUNTY review (1 month)</i>	8	months from NTP
Preliminary Roadway & Bridge Plans (revised) **	9	months from NTP
<i>assume SCDOT review (25 business days)</i>	10	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.

**** - Theoretical completion date of services under this scope of work.**

Exhibit 1: Aerial Photography & Aerial Mapping Limits

Exhibit 1 - Aerial Photography and Aerial Mapping Limits

Legend
Survey Limits



Google Earth

© 2018 Google

3000 ft

Spears Creek Church Road Widening (8-17-18)

Task	Total	Holt	Neel-Schaffer	CSS	GPI	AECOM		
Task 1: Project Management	\$38,525.00	\$38,525.00						
Task 2: Environmental / Public Meeting	\$38,263.50	\$12,918.00				\$25,345.50		
Task 3: Traffic Analysis	\$37,851.50	\$0.00				\$37,851.50		
Task 4: Aerial Mapping / Field Surveys	\$66,513.62	\$0.00		\$32,843.00	\$33,670.62			
Task 5: Concept Report	\$47,058.00	\$47,058.00						
Task 6: Preliminary Roadway Design	\$160,435.00	\$160,435.00						
Task 7: Conceptual Structure Design	\$19,530.00	\$0.00	\$19,530.00					
Task 8: Prelim Stormwater / Hydraulic Design	\$48,130.50	\$0.00	\$48,130.50					
Total	\$456,307.12	\$258,936.00	\$67,660.50	\$32,843.00	\$33,670.62	\$63,197.00		
Total %	100.0%	56.7%	14.8%	7.2%	7.4%	13.8%		

DBE Certified				x				
SLBE Certified		x		x				

DBE Utilization	7.2%
SLBE Utilization	63.9%

Lump Sum	\$449,289.62
Approved Direct Expenses	\$7,017.50
Cost Plus Fixed Fee	\$0.00
Total	\$456,307.12

	Directs	
Neel-Schaffer	Task 8	\$454.50 <i>mileage, FEMA data fee</i>
AECOM	Task 2	\$1,337.50 <i>mileage, printing</i>
AECOM	Task 3	\$2,665.50 <i>mileage, traffic counts, printing</i>
GPI	Task 4	\$635.00 <i>mileage, per diem, lodging</i>
CSS	Task 4	\$1,925.00 <i>traffic control</i>
	Total Directs	\$7,017.50

Richland County Council Request for Action

Subject:

Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Blythewood; identifying the project; and other matters related thereto

Notes:

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND SPIRAX SARCO, INC.; 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, Spirax Sarco, Inc, a Delaware corporation. (“Sponsor”), desires to invest capital in the County in order to expand its manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$6,500,000 in taxable real and personal property ; and

WHEREAS, as an inducement to the Sponsor locating the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments 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 agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments 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 confirms that the Project was identified and reflected on October 16, 2018 and adopting this Resolution permits 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: October 16, 2018

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

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 agreement by and between Richland County, South Carolina and Spirax Sarco, Inc. to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading:

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 SPIRAX SARCO, INC. 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, Spirax Sarco, Inc., (“Sponsor”), desires to expand its manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$6,500,000; 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 Agreement with the Sponsor, as sponsor and , 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, 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, 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 Project’s location in the Park is ratified and confirmed.

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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 16, 2018
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

SPIRAX SARCO, INC.

AND

RICHLAND COUNTY, SOUTH CAROLINA

DATED AS OF DECEMBER 1, 2018

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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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Spirax Sarco, Inc.	
Project Location	1150 Northpoint Blvd. Blythewood, SC 29016	
Tax Map No.	17600-01-25	
FILOT		
• Phase Exemption Period	30 Years	
• Contract Minimum Investment Requirement	\$6,500,000	
•		
• Investment Period	5 Year	
• Assessment Ratio	6%	
• Millage Rate	574.6	
• Fixed or Five-Year Adjustable Millage	Fixed	
• Claw Back Information		
Multicounty Park	I-77 Corridor Regional Industrial Park	
[Infrastructure Credit]	N/A	
• [Brief Description]		
• [Credit Term]		
• [Claw Back Information]		
Other Information		

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 December 1, 2018, 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 Spirax Sarco, Inc, 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 committed to expand its manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$6,500,000;

(c) By an ordinance enacted on [December 4, 2018], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT 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 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, 2018.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$6,500,000.

“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 December 31, 2042, the Final Termination Date is expected to be January 15, 2044, 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 December 31, 2023.

“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 Master Agreement Governing the I-77 Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield, South Carolina.

“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 19th 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 Spirax Sarco, Inc. 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” on October 16, 2018 by adopting an Inducement Resolution, as defined in the Act on October 16, 2018.

(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 for production of steam generation equipment 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, 2018. 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 in January 1, 2018, 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 574.6, 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, 2018.

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
[RESERVED]**

**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 \$5,000. 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:

Spirax Sarco, Inc.
1150 North Pointe Blvd
Blythewood, South Carolina 29016
Attention: President

WITH A COPY TO (does not constitute notice):

J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

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 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 Agreement]

SPIRAX SARCO, INC.

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being near the Town of Blythewood, in the County of Richland, State of South Carolina, containing 8.27 acres, being shown and delineated on a plat prepared for Spirax Sarco, Inc. by Inman Land Surveying Company, Inc. dated September 21, 2011, and recorded in Record Book 1717, page 2696. Reference being craved to said plat for specific metes, bounds and distances. All measurements being a little more or less.

Tax Map No.: 17600-01-25

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

[TO BE ADDED]

Richland County Council Request for Action

Subject:

Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project K3; identifying the project; and other matters related thereto

Notes:

SOUTH CAROLINA

)

)

RICHLAND COUNTY

)

A RESOLUTION

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT K3; 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 K3, 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 operations in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$50,000,000.00 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments 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 agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments 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: October 16, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

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 agreement by and between Richland County, South Carolina and Project K3 to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading:
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 K3 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, 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 K3, (“Sponsor”), desires to expand its manufacturing operations in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$50,000,000.00; 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 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; and (2) locating the Project in the Park;

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, , 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 an approving companion ordinance by the Fairfield County Council.

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

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 16, 2018
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT K3

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF JANUARY 1, 2019

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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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Project _____	
Project Location	_____	
Tax Map No.	_____	
FILOT		
• Phase Exemption Period	30 years	
• Contract Minimum Investment Requirement	\$50 million	
•		
• Investment Period	5 years	
• Assessment Ratio	6%	
• Millage Rate	[]	
• Fixed or Five-Year Adjustable Millage	Fixed	
•		
Multicounty Park		
•		
•		
•		

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 January 1, 2019, 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 K3, a limited liability company organized and existing under the laws of the State of [] (“*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 committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$50,000,000.00;

(d) By an ordinance enacted on _____, 2018, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT 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 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 March 31, 2019.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$50,000,000.00.

“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 [and Incentive] 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 March 31, 2049 the Final Termination Date is expected to be January 15, 2050, 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 March 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 I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina.

“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 29th 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 K3 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 October 16, 2018.

(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.

(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 property tax year ending March 31, 2019. 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 in January 31, 2020, 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 14, 2010, 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 the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

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
[RESERVED]**

**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:

WITH A COPY TO (does not constitute notice):

McNair Law Firm, P.A.
Attn: Erik P. Doerring
1221 Main Street, 18th Floor

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: 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 Agreement]

PROJECT K3

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE ADDED]

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

[TO BE ADDED]

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the third amendment of that certain fee agreement by and between Richland County, South Carolina and Project K3, relating to, without limitation, the payment to Richland County of a fee in lieu of taxes, and other matters relating thereto

Notes:

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE THIRD AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT K3, RELATING TO, WITHOUT LIMITATION, THE PAYMENT TO RICHLAND COUNTY OF A FEE IN LIEU OF TAXES, AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the "Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act) and to accept any grants for such projects; and

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (the "State") and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a "fee agreement," as defined in the Act); and

WHEREAS, Project K3 (the "Company") owns and operates a manufacturing facility (the "Facility") located in the County; and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2008 (as amended by that certain First Amendment of Fee Agreement dated, December 13, 2011, and that Second Amendment to Fee Agreement, dated December 5, 2012, collectively, the "Fee Agreement") by which there was created a fee-in-lieu-of-tax arrangement, and providing other incentives to the Company, with respect to certain property invested and owned by the Company and located at the Facility, and certain full-time jobs created by the Company at the Facility (the "Project"); and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$180,000,000 (the "Minimum Investment Threshold") and create at least 175 full-time jobs, plus benefits ("New Jobs"), at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has invested at least \$160,000,000 million in the Project, and expects to invest a total of at least \$165 million at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has created more than 175 full-time jobs, plus benefits, at the Project; and

WHEREAS, the County and the Company now desire to further amend the Fee Agreement to provide that the Minimum Investment Threshold for the Project shall be \$165,000,000; and

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County has determined that the further amendment of the Fee Agreement would directly and substantially benefit the general public welfare of the County by inducing the Company to continue to make and maintain investment and jobs in the County, , the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; and that the further amendment of the Fee Agreement would give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and

WHEREAS, the purposes to be accomplished by a further amendment of the Fee Agreement, i.e., economic development, inducement of additional investment and creation of jobs, and the maintenance of investment and jobs, are proper governmental and public purposes and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Project will be greater than the costs; and

WHEREAS, a form of Third Amendment of Fee Agreement (the “Third Amendment”) by and between the County and the Company has been prepared and presented to this meeting of County Council; and

WHEREAS, the County desires to authorize the Third Amendment, and it appears that the form of Third Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Approval of Third Amendment. The Third Amendment is approved as follows:

(a) The form, terms, and provisions of the Third Amendment presented to this meeting and filed with the Clerk to County Council (the “Clerk”) are approved and all of the terms, provisions, and conditions of the Third Amendment are incorporated by reference. The

Chairman of the County Council (the “Chairman”) and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Third Amendment in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Third Amendment to be delivered to the Company.

(b) The Third Amendment to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Third Amendment. The County officials shall consult the attorney for the County (the “County Attorney”) with respect to any changes to the Third Amendment. The execution of the Third Amendment by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Third Amendment now before this meeting.

(c) If under the Third Amendment or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (the “County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 2. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Third Amendment and the County’s performance of its obligations under the Third Amendment.

Section 3. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 4. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: October 16, 2018
Second Reading:
Public Hearing:
Third Reading:

Exhibit A
Form of Third Amendment

THIRD AMENDMENT OF FEE AGREEMENT

This Third Amendment of Fee Agreement (the “Third Amendment”) is made and entered into as of _____, 2018, by and between Richland County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, and Project K3, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”).

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, Project K3 (the “Company”) owns and operates a manufacturing facility (the “Facility”) located in the County; and WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2008 (as amended by that certain First Amendment of Fee Agreement dated, December 13, 2011, and that Second Amendment to Fee Agreement, dated December 5, 2012, collectively, the “Fee Agreement”) by which there was created a fee-in-lieu-of-tax arrangement, and providing other incentives to the Company, with respect to certain property invested and owned by the Company and located at the Facility, and certain full-time jobs created by the Company at the Facility (the “Project”); and WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$180,000,000 (the “Minimum Investment Threshold”) and create at least 175 full-time jobs, plus benefits (“New Jobs”), at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has invested at least \$160,000,000 million in the Project, and expects to invest a total of at least \$165 million at the Project by December 31, 2018; and

WHEREAS, as of the date hereof, the Company has created more than 175 full-time jobs, plus benefits, at the Project; and

WHEREAS, the County and the Company now desire to further amend the Fee Agreement to provide that the Minimum Investment Threshold for the Project shall be \$165,000,000.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. Minimum Investment Threshold. The Minimum Investment Threshold in the Fee Agreement shall be amended from \$180 million to \$165 million.
2. All other terms and provisions of the Fee Agreement shall not be amended and shall otherwise remain in full force and effect.

3. If any term, provision, or any portion of this Third Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Third Amendment shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, Richland County, South Carolina, has executed this Second Amendment of Fee Agreement by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Second Amendment of Fee Agreement by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

PROJECT K3

By: _____
Its: _____

Richland County Council Request for Action

Subject:

Committing to negotiate a fee-in-lieu or ad valorem taxes agreement between Richland County and Project Monopoly; identifying the project; and other matters related to Project Monopoly

Notes:

SOUTH CAROLINA)
) AN AMENDED AND RESTATED
) RESOLUTION
RICHLAND COUNTY)

COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT MONOPOLY; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED TO PROJECT MONOPOLY

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 MONOPOLY, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$18,500,000 in real and personal property and the creation of approximately 25 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 (i) FILOT Payments using an assessment ratio of 6% and a fixed millage rate at a rate of 469 mills for a period of thirty (30) years; and (ii) special source revenue credits in the amount of 47% of the FILOT Payments after the project has been placed in operation (the “SSRC”), as defined in the Act, each of (i) and (ii) to be provided for a period of thirty (30) years; and

WHEREAS, as an additional inducement to the Sponsor to locate the Project in the County, the County desires to provide additional incentives and commitments as further described herein.

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 and amends and restates the resolution adopted by County Council on July 24th, 2018. The recitals above are incorporated in this resolution by reference.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property for a period of thirty (30) years using an assessment ratio of 6% and a fixed millage rate of 469 mills and the SSRC as described herein for a period of 30 years. The further details of the FILOT Payments and SSRC 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. The County also makes the following commitments to induce the Company to locate in the County:

- a. at least 15 acres of land at no cost generally identified as “±15 acres” on Exhibit A attached hereto (the “Property”);
- b. an option for five (5) years on an adjoining at least 15 acres of land generally identified as “±15 acres expansion area” on Exhibit B for a price of not exceeding \$25,000 per acre with a right of first refusal for an additional five (5) years after expiration of the option for a price of not exceeding \$25,000 per acre;
- c. all utilities will be provided at the Property boundary at no cost to the Sponsor no later than March 31, 2019, with the exception of water service which will be available by means of a temporary water line by March 31, 2019, with the permanent water line to be completed no later than January 1, 2020.

Section 5. This Resolution is effective after its approval by the County Council.

RESOLVED: October 16, 2018

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land consisting of a portion of 16.33 acres at 1700 Longwood Road, Richland County, with TMS #R16100-02-06, more particularly described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 16.33 acres, being more particularly shown and designated on plat prepared for Richland County by James F. Polson, RLA, dated February 18, 2015, recorded in Plat Book 2011, page 2489, Office of the ROD for Richland County.

AND

That certain piece, parcel or tract of land being shown as Tract 3 (0.07 acre) on that certain plat entitled "Plat of Longbranch Farms for Richland County Public Works" recorded in Book 2000, Page 841, in the Office of the Register of Deeds for Richland County, South Carolina, TMS #R16100-02-21.

AND

A parcel not exceeding 10 acres at 1550 Longwood Road, being a portion of TMS #R16100-02-02, which more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

EXHIBIT B

OPTION PROPERTY DESCRIPTION

A parcel of approximately 15 acres but not exceeding 20 acres, at 1550 Longwood Road, being a portion of TMS #R16100-02-02, more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

~#4815-4415-1660 v.9~



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Taylor H. Miller
Home Address: 626 Sallie Baxter Rd Columbia, SC 29209
Telephone: (home) 803-463-1169 (work) 803-779-1181
Office Address: 3710 Landmark Drive, Ste 109, Columbia, SC 29204
Email Address: taylorhmillere@gmail.com
Educational Background: USC - Hotel, Restaurant + Tourism Mgmt Degree
Professional Background: 15+ years in hospitality, currently business owner
Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []
Name of Committee in which interested: A-TAX - Accommodations
Reason for interest: Remained interested in Richland County tourism from days in industry + with Columbia Convention +
Your characteristics/qualifications, which would be an asset to Committee, Board or Visitors Bureau Commission: Business owner, grew up in Richland County, experience in hospitality industry + promoting industry through Columbia CVB.
Presently serve on any County Committee, Board or Commission? NO
Any other information you wish to give? Former Board member of Leadership Columbia
Recommended by Council Member(s): Pearce, Rose
Hours willing to commit each month: 20

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: _____

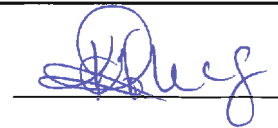

Applicant's Signature

7-10-18
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

		Staff Use Only	
Date Received:	<u>7-16-18</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: Lisa Kelly Stewart
Home Address: 5526 Lakeshore Drive, Columbia, SC 29206
Telephone: (home) (803) 446-5632 (work) (803) 446-5632
Office Address: _____
Email Address: lisastewartllc@gmail.com
Educational Background: MBA, 2013
Professional Background: U.S. Army Retiree, 2008, Franchise Owner, 2008-2018, Realtor
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: East Richland County Public Service District
Reason for interest: Love of community, desire to learn and serve.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Natural researcher, high capacity to learn and apply new information, adept at solving
complex issues, strong project and human resource management skills

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? None

Recommended by Council Member(s): _____

Hours willing to commit each month: As required

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: _____


Pisa K. Stewart
Applicant's Signature

7-19-2018
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>7-29-18</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

STAFF RECOMMENDATIONS FOR RICHLAND COUNTY SPACE USE NEEDS

Briefing to the Property Distribution Ad Hoc Committee

Capital Projects

October 15, 2018



AGENDA

- Background
- Issues
- Assumptions
- Priorities
- Recommendations
- Backup Slides



BACKGROUND

- Growing need for new and improved County facilities
 - Public Safety
 - County Administration and Operations
 - State obligations for space
- Renaissance and support Bond Anticipation Note efforts deferred
- Staff directed to analyze existing data to formulate for a prioritized list of organizational needs and recommended actions



ISSUES

- Public Safety facilities inadequate for current and future needs
- Building code compliance
 - Judicial Center, 2020/ 2000 Hampton, Upper Township Auditorium
- Funds reallocated from county wide infrastructure to the Renaissance
 - DSS up fit, Judicial Center boiler replacement, Admin & Health HVAC replacement
- Outgrowth of existing space for County workforce
- Deterioration of aging facilities
 - Judicial Center, DSS, PPP



ASSUMPTIONS

- Commitment to the Richland County Comprehensive Plan
- Public Safety buildings require significant improvement to meet future needs of the community
- 2016 population of 409,549/ 2050 population projected at 706,818
 - 2.13% +/- annually
- 25% growth in County Administration personnel in the next 10 years
 - 58,689 sf of current work space (est.) to 74,016 sf (est.)
- Current Judicial Center is past its years of expected use and inadequate for future growth
- Use of 250 sf per person for estimated space.



PRIORITIES: THE THOUGHT PROCESS

- Review of previous planning data
 - Renaissance, CIP, Operations and Maintenance
- Public safety concerns
- Immediate, time sensitive needs
- Review of County owned property
- Development of Course of Action



PRIORITIES

- Two categories of priorities that can be addressed simultaneously

- Internal- Can be accomplished with internal resources

- Critical
 1. Department of Juvenile Justice
 - time sensitive
- Co-dependent
 2. Human Resources Department
 3. Mental Health

- External- Requires outside resources

- Critical
 1. 911 Communication Center
 2. ESD/EOC
- Immediate
 3. Crime Lab
 4. Judicial Planning
 5. Administrative and State Services
- Routine
 6. Dentsville Magistrate



RECOMMENDATIONS DJJ SPACE NEEDS

- Issue: DJJ will lose all of its space in the Court House in December 2018. Richland County is responsible to provide an adequate facility for DJJ.
- Discussion: Richland County has property available for immediate reconfiguration and use to meeting the space needs of the DJJ personnel.
- Recommendation: Utilize the County Property located at 144 O'Neil Court for DJJ offices.



DEPARTMENT OF JUVENILE JUSTICE

- In July 2017, DJJ had and estimated 6,278 usable square feet in the Judicial Center
- The 144 O'Neal Court property provides 7,865 sf plus parking on 7 acres



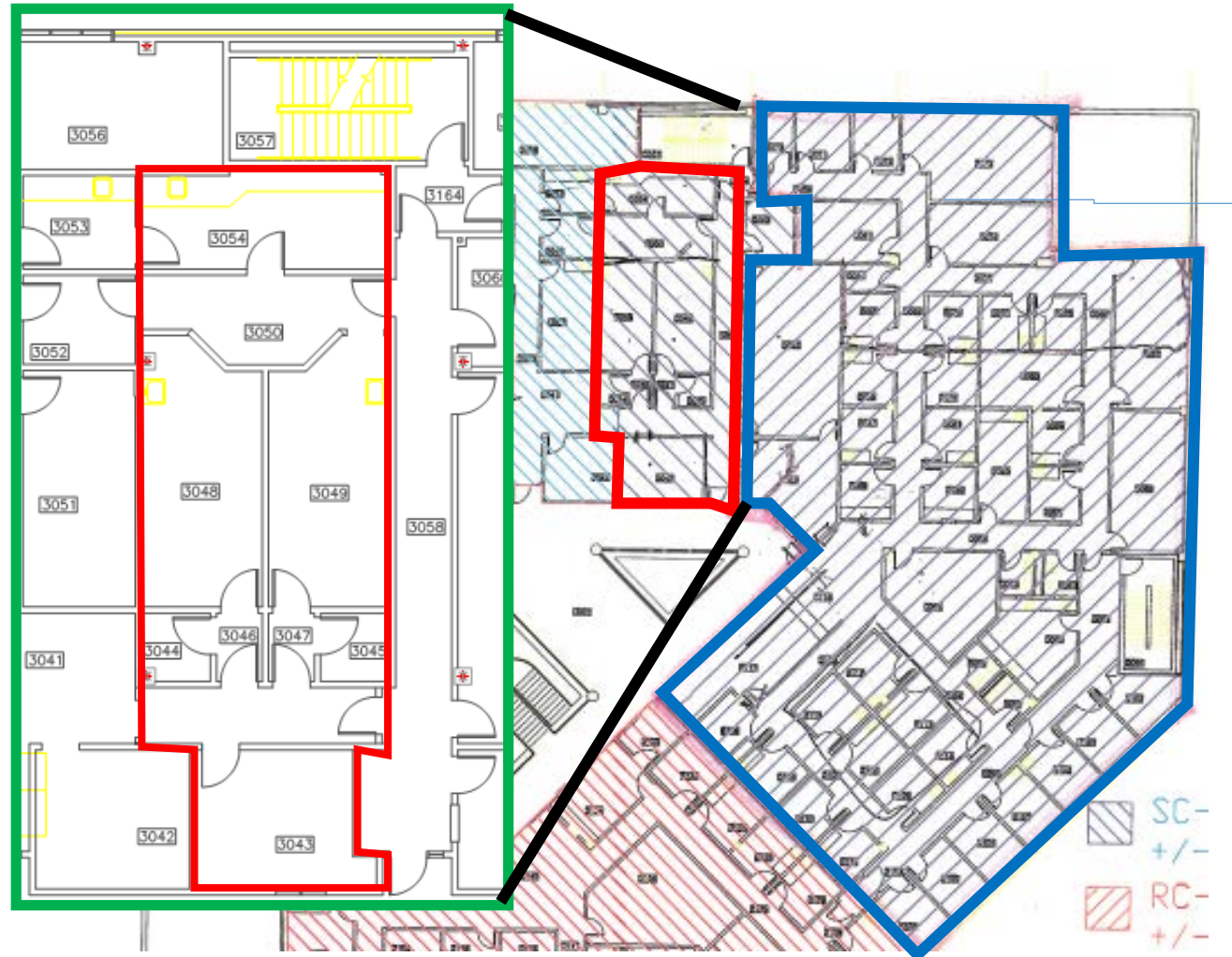
RECOMMENDATION I HRD SPACE NEEDS

- Issue: Although most departments in 2020 Hampton are struggling for usable space, Human Resources HRD has 4 employees in an office originally designed for 1, three employees in another work area which was part of the internal hallway, two employees in another similar but smaller area, and three vacant positions. There is also a need for proximity to the new Employee Health Clinic
- Discussion: 8000 sf of space next to the planned health clinic in 2000 Hampton St. is occupied by the SCDMH which has been operating on the premises under a temporary lease since 2015. Security concerns have been expressed by the RCSD to County Council. The County is not obligated to provide space.
- Recommendation: Open discussion with the SCDMH about actual space needs, look for available space on like terms, and relocation timeline so Operational Services can plan for space reconfiguration. Clearly establish who is going to provide for the safety and protection of SCDMH's visitors and state and county personnel during incidents involving SCDHM's clients.



HRD SPACE NEEDS

Proposed Employee Health Clinic



- 8900 sf of space for SCDMH
- Projected future needs is 5,250 for 21 HRD employees plus additional room for reception and meeting space.



PRIORITY 1: 911 COMMUNICATIONS CENTER

- Issue: The current 911 Communication Center located at 1800 Laurel Street encompasses part of the 7000 sf on the first floor of the building. It cannot accommodate growth, is not designed to public safety standards, and is grossly inadequate for all functionality required by the RCSD.
- Discussion: Outside of developing and building a new facility, Richland County has property that can meet the space needs and potentially survivability standards for a 911 Center
- Recommendation: Authorize staff to contract for an engineering evaluation of the County's Burlington property for ability to meeting standards and to determine up fit costs.



911 COMMUNICATIONS CENTER



911 COMMUNICATIONS CENTER

- RCSD has identified a need for a 40,000 to 50,000 sf facility that provides feature consistent with current trends in Public Safety Communication Center design standards.
- The facility needs to meet standards for seismic, wind, fire protection and security. An engineering assessment will confirm.
- Separate EOC will act as the back-up 911 Communications Center



PRIORITY 2: ESD FACILITY/ EOC

- Issue: ESD and the EOC exist in the ground floor of the County's Admin/Health Department parking garage. The 8.5 acre parcel is congested and borders train tracks to the west. The 19,475 sf EOC is inadequate for proper functionality and growth. Facility HVAC is nearing its end of service and there are excessive humidity issues. Further, ambulance parking is also a concern due to a significant number of accidents that occur in the parking area.
- Discussion: A 14 acre property was purchased in 2013 for a new location for ESD and EOC. A spatial needs assessment was conducted to determine suitability and site planning. The study provided a phases development approach. The project was supposed to be brought to Council in October 2017
- Recommendation: Reconsider using the Cushman Drive location for ESD. Human generated and technological hazards will need to be addressed and spacing for all structures will need evaluation to meet security requirement.



ESD/EOC FACILITY



As Is

EOC, EMS Logistics and ESD Administration at RC Government Complex



Could Be
at Cushman Drive
location

Notional Layout

ESD/ EOC FACILITY (CUSHMAN DRIVE)



ESD/ EOC FACILITY

- Study performed for ESD and updated in May of 2017 show programming for the following options:
 - EOC Facility: 50,000 sf
 - Central Energy Plant: 4,500 sf
 - EMS Logistics: 12,000 sf
 - Garage: 13,000 sf
 - Training Building: 19,000 sf (future)
- Buildings are designed for expansion through “shell” space or design to accommodate future expansion
- The facility needs to meet standards for seismic, wind, fire protection and security.
- Back-up for 911 Communications Center
- Potential use as County’s backup data center



PRIORITY 3: RCSD CRIME LAB

- Issue: The current lab on Shakespeare Road is about 1400 sf with an additional 1900 sf on Powell Rd. RCSD experiences challenges with processing evidence because of limited capability and storing evidence in accordance with standards. Relying on SLED is not an option due to priorities and backlog.
- Discussion: The Sherriff's requirement for a new crime lab would exponentially increase their current in-house capability. Outside of developing and building a new facility, Richland County has property that can meet the space needs for a new Crime Lab.
- Recommendation: Authorize staff to contract for an engineering evaluation of the County's Burlington property for ability to meeting standards and to determine up fit costs. If suitable, use the top floor of the building for a lab.



RCSD CRIME LAB

- RCSD has identified a need for a 50,000 sf facility that has:
 - Vehicle process space
 - Drug ID Section
 - Evidence and Property Section
 - Lab Admin
 - Firearms/ Toolmarks Section
 - DNA Section
 - Latent Prints Section



CRIME LAB (BURLINGTON BUILDING: TOP FLOOR)



PRIORITY 4: JUDICIAL CENTER PLANNING

- Issue: The current Judicial Center at 1701 Main St. was commissioned in 1980 and cannot meet the future needs of the growing county. To renovate the building would cost an estimated \$80M and cause significant disruption to court proceedings.
- Discussion: Once Renaissance was deferred, the planning for building a new Judicial facility on the Hampton and Harden property was stopped. Although it was a solid plan that did have stakeholder buy-in, there were still concerns that the local greater judicial community was not involved enough. Since a facility needs assessment was already completed, there is accurate data to work with in future planning. The Judicial Center at 1701 Main St. has a 206,000 sf building envelope with 144,339 usable area, 344 enclosed parking spaces and 117 secured parking spaces.

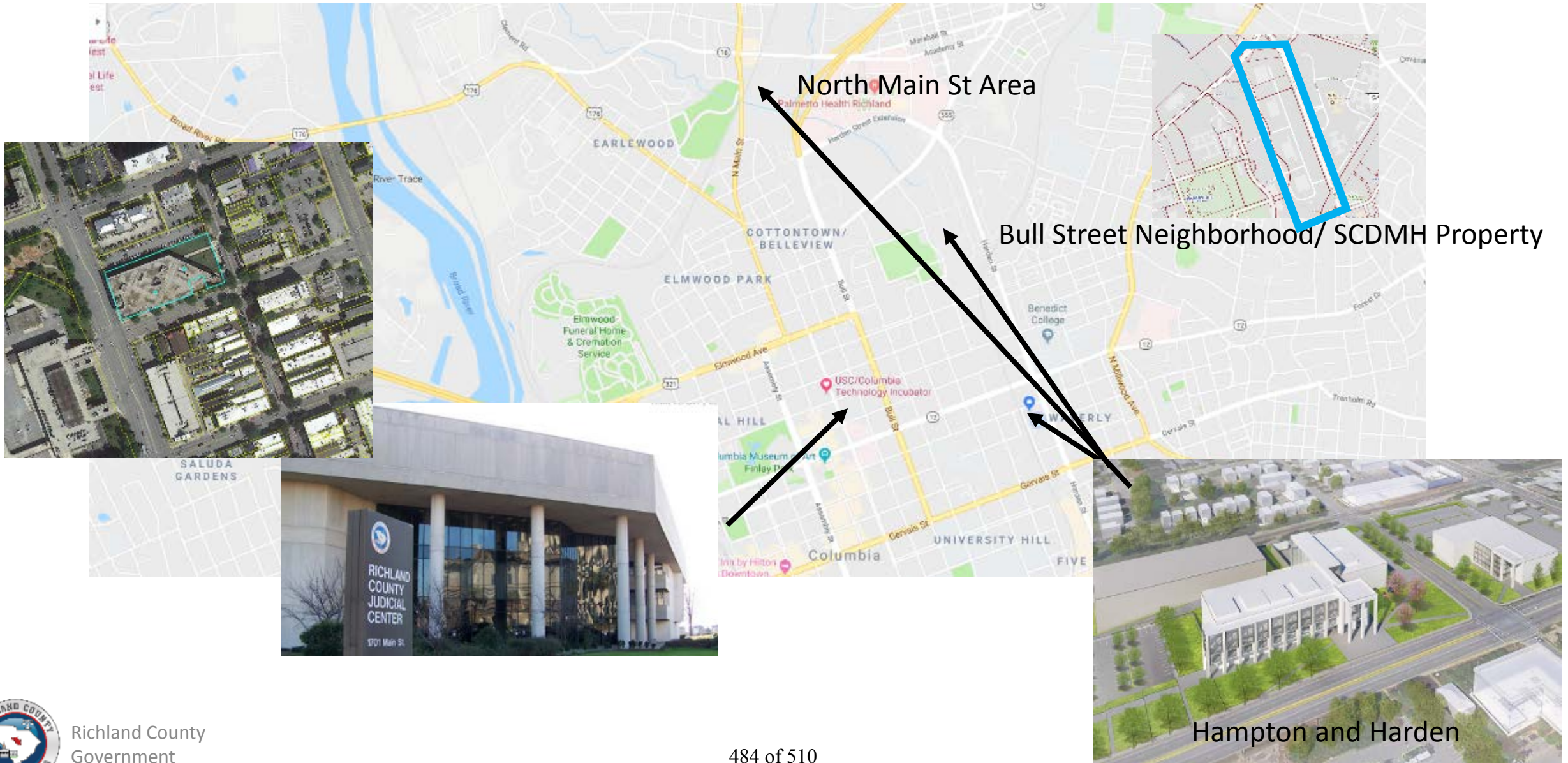


JUDICIAL CENTER

- Discussion (cont.): Projected needs based on population growth for 2025 is 222,726 usable area. This includes 17 courtrooms.
- Recommendation: Constitute a ‘Blue Ribbon’ type advisory committee comprised of individuals and organizations that Council feels appropriate to take up the matter and determine where best to locate a new facility.



Judicial Center



PRIORITY 5: ADMINISTRATIVE AND STATE SERVICES

- Issue: County staff in the current 2020 Hampton St. building along with Voter Registration, Treasurer, and Auditor are expected to add an additional 100 employees in the next 10 years. Current space is inadequate to meet growing needs for a quality of work environment and delivery of services. Further, other facilities such as DSS and PPP are deteriorating.
- Discussion: Budgeting for building upgrades to 2000/2020 Hampton and the DSS facility were moved to support Renaissance in anticipation of relocating to the mall properties. Although not immediately critical, as the buildings deteriorate, experience system failures, and over crowding does not improve, employee morale will diminish and services will suffer.



PRIORITY 5: ADMINISTRATIVE AND STATE SERVICES (CONT)

- Recommendation(s): Authorize staff to contract for an engineering evaluation of the County's Sears and Dillard's properties to determine up fit costs. If acceptable, relocate County Administration and all state agencies to these properties.

OR

- Authorize staff to contract for an engineering evaluation of the County's Sears and Dillard's properties to determine up fit costs. If acceptable, relocated all state agencies to the Mall and expand all County offices into all the Hampton and Harden property and find a property for the Judicial Center.

OR

- Authorize staff to contract a consulting firm to analyze both properties (Columbia Place Mall and Hampton/Harden property) to determine the best use for each property.



ADMINISTRATIVE AND STATE SERVICES



County Administration

Department of Health

Department of Social Services

Probation, Pardon, & Parole (Alt Location if at the Mall)



ADMINISTRATIVE AND STATE SERVICES: AS IS

- Approximately 20,000 sf of office space on each floor of 2000 / 2020 Hampton.
- Office space projections for County Administration, Treasurer, Auditor, and Treasurer are estimated in excess of 74,000 sf. Current space in 2020 Hampton only allows for 58,000 sf in a 115,000 sf building. This does not include hallways, mechanical, and reception areas.
- Office space projections for Public Health include United Way and Mental Health are estimated at 78,800 sf in a 108,000 sf building. This does not include hallways and mechanical



ADMINISTRATIVE AND STATE SERVICES

- The Dillard's property is a 13.6 acre site with 183,237 sf. It has exterior ground floor access from three sides to accommodate a public access entrance and a separate entrance for staff.
- The Sears property is a 18 acre property with 200,609 sf. It has exterior ground and second story entrances from three sides to accommodate separate functions such as DSS and Public Health. The former automotive area that is an estimated 20,000 sf. This area would be used County light duty vehicle maintenance



ADMINISTRATIVE AND STATE SERVICES

- Probation, Pardon and Parole
 - Facility on 1221 Gregg St is 18,300 sf built in 1960
- Department of Social Services
 - Facility on 3220 Two Notch Rd is 61,468 sf built in 1960



PRIORITY 6: DENTSVILLE MAGISTRATE

- Issue: The Dentsville Magistrate is currently housed in the Decker Center. The Chief Magistrate wants to move Dentsville out of the Central Court facility so the space can be used for the Solicitor.
- Discussion: Previous planning for the Dentsville Magistrate was to repurpose an acquired property on O'Neil Court for the magistrate. An evaluation of the property determined that to configure the property to meet the ingress and egress needs was cost prohibitive.
- Recommendation: Perform due diligence on the RSD One property (Brookfield Road) for suitability to build a new magistrate facility. If so, move forward with accepting the donation.



DENTSVILLE MAGISTRATE



- 18 acre wooded site in District 8
- Dentsville Magistrate District
- No existing structure or prior use
- Not in a flood zone
- No more than 2 acres needed for site plan

FUTURE DISCUSSION

- Old Antique Mall Property on Broad River Road
 - Possible use by Columbia and Richland County Fire Department for training
- Haverty's Building on Colonial Life
- Divestiture of excess County properties



BACKUP SLIDES



RR SUMMARY OF PROPERTY TRANSACTIONS

Name	Parcel	Purchase Date	Purchase Amount	Parcel Size	Re-usable Building ft ²
Dillard's	R17001-04-40	2/6/2018	\$2,000,000	13.645 acres	183,237 ft ²
Burlington	R17001-04-42	2/28/2018	\$1,590,000	10.62 acres	132,097 ft ²
Sears	R16904-01-06	4/6/2018	\$2,821,000	18 acres	200,609 ft ²
Old Antique Mall	R06016-03-04	3/14/2018	\$750,000	2.55 acres	0
Haverty's	R07304-04-07	3/14/2018	\$1,050,000	2.11 acres	26,956 ft ²
All Medical	R11407-10-18	3/2/2018	\$630,000	1.08 Acres	0
TOTAL			\$8,831,000	48 +/- acres	542,899 ft²

- All of these properties were acquired for RR following the Dec 12, 2017 Council decision



Specialized Experience – EOC / 911 Facilities



Reception Area / Lobby



Incident Command Center



IT Server Room



Fuel Storage / Generators



Bunk Room



AV Control Room



Training Room



Dispatch



Dispatcher Decompression Area



Rumor Control / CAC



Kitchen



Press Briefing Room



NEW CONSTRUCTION

Pros

- Rethink agencies / organization
- Harden facilities for critical use
- Plan for future expansion
- Single move
- Design for emerging technology

Cons

- Potentially most expensive option
- Possible land acquisition costs



REMODELING OF EXISTING FACILITY

Pros

- No land acquisition costs
- Lowest development costs – infrastructure in place

Cons

- You work with what you're given
- Short-term ("Band-Aid") approach
- Requires temporary facilities
- Disruptive to operations



ADAPTIVE RE-USE

Pros

- Can accelerate construction schedule, if applicable
- Lower development costs than new construction
- Repurpose A property that would remain vacant

Cons

- Building must meet minimum design criteria
- Good candidates are few and far between
- Little flexibility with internal layout if not retail
- Unforeseen conditions
- Resolving security issues is often complex



TYPICAL DESIGN STANDARDS

- FEMA 543- Design Guide for Improving Facility Safety from Flooding and High Winds
- FEMA 361- Design and Construction Guidance for Community Safe Rooms
- NFPA 1221- Emergency Services Communications Systems
- IBC 2015- Code Requirements for Risk Category 4 Buildings
- UFC-4: Requirements for Security and Anti-Terrorism Standards
- CPTED: Crime Prevention Through Environmental Design
- ASTM E2668-10: Standard Guide for EOC



CASE STUDY: OSCEOLA COUNTY EOC AND EMERGENCY COMMUNICATIONS FACILITY

- 45,566 sf building on 8 acres
 - 1st Floor- 23,315 sf- EOC, ES Admin, Fire, Community Support, Media Room, Sleeping quarters, Galley Facility
 - 2nd Floor- 22,251 sf- 28 position 911 Call Center, Admin, Sherriff Space
- 278 space parking garage
- \$21,750,000 for building, garage, and soft costs





TO: Chair of Richland County Council

FROM: John Andoh, Executive Director/CEO

CC: N/A

DATE: September 28, 2018

SUBJECT: Proposal for Columbia Place Mall Connection Protection Zone

Purpose: Provide a brief background on the need for a transfer facility within the Columbia Place Mall (CPM) property, which is now owned by Richland County

Background: The Central Midlands Regional Transit Authority (CMRTA), hereafter The COMET, operates several routes within the vicinity of CPM:

- **The 501:** mainline trunk route operating service between Downtown Columbia and CPM via Two Notch Rd;
- **Route 53X:** express route operating between Downtown Columbia and the Killian Rd Walmart via SC-277 and I-77 with an intermediate stop at CPM;
- **Route 55:** local route operating between Columbia Place Mall and The Village at Sandhill via Two Notch Rd;
- **Route 75:** local route operating between the Forest Drive Walmart and Midlands Technical College Northeast via Percival Rd, Decker Blvd, and Parklane Rd. This route is scheduled to begin serving CPM in Spring 2019.

Three routes (The 501, Route 53X, and Route 55) directly serve CPM. For the month of July of 2018, these routes generated a total of 27,336 boardings, the equivalent to 12.1% of all boardings for The COMET.

The COMET has for many years served the Columbia Place Mall, using a substandard and ADA non-compliant stop that is heavily used as the agency has not had a means to improve the stop in the past. Since 2014 the The COMET has attempted to outfit several of the bus stops within the mall property with shelters and other related amenities. Unfortunately, these efforts have proven unsuccessful. Before now, neither the City of Columbia, Richland County, nor the South Carolina Department of Transportation owned any right-of-way within the mall property or an adjacent parcel. As such, The COMET has been compelled to negotiate easement agreements with private property owners. To date, none of the property owners approached have agreed to grant the CMRTA permission for the construction and operation of a transit amenity.

For this reason, the Northeast Connection Protection Zone (CPZ) lacks the amenities common to other transit corridors in our system. A CPZ usually consist of a facility providing places to sit, protection from sun, and curb space with a boarding and alighting area that complies with the Americans with Disabilities Act. Image 1 illustrates the Forest Drive Connection Protection Zone, a facility outfitted with sidewalks, curb cut (not pictured) a 16' and 30' shelter, and three benches.

Central Midlands Regional Transit Authority
3613 Lucius Road, Columbia, SC 29201
P 803 255 7133
F 803 255 7113
CATCHTHECOMET.ORG
info@catchthecomet.org

John Andoh, CCTM, CPM Executive Director/CEO
Ron Anderson, Chair
John Furgess, Vice Chair
Andy Smith, Secretary
Dr. Robert Morris, Treasurer
Board Members: Jacqueline Boulware, Lill Mood,
Carolyn Gleaton, Leon Howard, Derrick Huggins, Roger Leaks,
Joyce Dickerson, Skip Jenkins, Debbie Summers, Bobby Horton
502 of 510



Image 1. Forest Drive Connection Protection Zone



Image 2. Northeast Protection Connection Zone

Image 2 illustrates the Northeast CPZ. The unwillingness of property owners to grant easements has prevented this corridor from receiving the transit and pedestrian improvements warranted to make the location more accessible. Absent a facility for transit operations within CPM, The COMET is forced to operate on the outskirts. As a result, transit operations are dispersed along two unpaved curbs with the bare minimum of amenities. In its current condition, the Northeast CPZ is not merely unattractive for both pedestrians and transit passengers, it is completely inaccessible for individuals with limited mobility.

As part of the Richland Renaissance Plan, Richland County acquired a section of Columbia Place Mall. As a result, The COMET now has an opportunity to negotiate an agreement with a public entity that could allow for the construction of a unified transfer facility inside of the CPM property. Based on preliminary conversations with county officials, the CMRTA is proposing the construction of a transfer facility on the vicinity of Parking Island Five (old Dillar's department store). Image 3 illustrates a quick sketch of the proposed facility. At minimum, this facility would contain four to six bus bays on a sawtooth configuration and space for shelters, benches, and other amenities.



Image 3. Draft sketch of the proposed Northeast Connection Protection Zone. Sketch was made for illustration purposes only, it is not a final design.

The COMET recognizes the parking lot of the CPM was not constructed for use with heavy duty transit buses. Indeed, this reason was often cited for not wanting the bus to enter the property. The COMET is prepared to assist Richland County with upgrading a path for buses to use with higher grade asphalt. The COMET also understands this agency would be responsible for the construction and maintenance of the facility. This agency requires only the appropriate easement documents from Richland County.

We have been advised by County staff that this connection protection zone should be an example of intergovernmental cooperation and a “jewel” of our system. We appreciate you working with us to make this project happen.



REQUEST OF ACTION

Subject: FY19 - District 4 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$6,500** for District 4.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY19: 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.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 4 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850	
FY2018 Remaining Amount	\$ 35,850	
FY2019 Amount Previously Allocated	\$130,000	
	Columbia Chapter of Jack and Jill Foundation	\$ 3,000
	Skip Pearson Jazz Foundation	\$ 3,500
Total	\$ 6,500	
Remaining Balance	\$ 64,200	

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$4,000** for District 5.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY19: 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.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$ 0
FY2019 Remaining Amount	\$ 0
FC United Soccer League	\$ -1,000
Frye Foundation AAU Indoor Track Invitational	\$ -3,000
Edgewood Foundation	\$ 4,000
Total	\$ 0
Remaining Balance	\$ 0

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



REQUEST OF ACTION

Subject: FY19 - District 8 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total reallocation of **\$4,500** for District 8.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY19: 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.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 8 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2019 Allocations	\$106,350
	Black Pages International
	\$ 4,500
Total	\$110,850
Remaining Balance	\$ 54,000

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017
- Regular Session - May 15, 2018
- Budget to 3rd Reading of Budget FY19 June 21 ,2018

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.