



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**JUNE 3, 2014
6:00 PM**

CALL TO ORDER

THE HONORABLE NORMAN JACKSON

INVOCATION

THE HONORABLE JOYCE DICKERSON

PLEDGE OF ALLEGIANCE

THE HONORABLE JOYCE DICKERSON

Presentation Of Resolutions

1. a. Building Safety Month Proclamation

Approval Of Minutes

2. Regular Session: May 20, 2014 [PAGES 7-16]
3. Zoning Public Hearing: May 27, 2014 [PAGES 17-19]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

4. a. Health Insurance Update
- b. Contractual Matter - Project LM

Citizen's Input

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

Report Of The County Administrator

Report Of The Clerk Of Council

6. a. REMINDER: Budget Meetings

1. June 2nd, 6:00 PM - 2nd Reading of Budget (Grants Only)
2. June 5th, 6:00 PM - 2nd Reading of Budget (Non-Grant Items)
3. June 12th, 6:00 PM - 3rd Reading of Budget Ordinance

Report Of The Chairman

7. a. Introduction of Clerk to Council
- b. Personnel Matter

Open/Close Public Hearings

8. a. Ordinance to approve a deed to the City of Columbia for certain water lines to serve the JTEKT Koyo expansion
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and emergency maintenance
- d. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to ratify and approve the internal distribution of revenues received from property located in the park; and other related matters
- e. Second Amendment to Master Agreement Governing the I-77 Corridor Regional Industrial Park
- f. Small Local Business Enterprise Program Design Model and Projected Budget Approval

Approval Of Consent Items

9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements [**THIRD READING**] [**PAGES 25-28**]
10. An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add five (5) full time positions for the establishment of the SLBE Program [**THIRD READING**] [**PAGES 29-53**]
11. An Ordinance Authorizing a deed to the City of Columbia for certain water lines to serve the JKEKT Koyo Expansion in Northeast Business Park; Richland County TMS # 14900-01-16(p) and 15005-01-02(p) [**THIRD READING**] [**PAGES 54-60**]
12. 14-09MA
Michael Boulware

PDD to PDD (6.81 Acres)
Jacobs Mill Pond Rd.
25810-03-08 & 09 [SECOND READING] [PAGES 61-65]

13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (f), Buffer Transition Yards; Paragraph (1)(a); and Amending Section 26-186, Development with Open Space Design Standards; Subsection (I), Development Requirements; Paragraph (7); so as to provide an exception to the buffer transition yard requirements [SECOND READING] [PAGES 66-68]
14. Acceptance of Loan Assistance Funds for Construction of a Portion of the Lower Richland Sewer Project [PAGES 69-94]
15. Emergency Services Purchase Orders for 2014-2015 [PAGES 95-97]
16. Department of Public Works - South Paving Contract Change Order Four [PAGES 99-104]
17. South Paving Project Construction Administration [TO TABLE] [PAGES 105-113]
18. Architectural/Engineering Services for New Coroner's Facility [PAGES 114-117]
19. Printing and Mailing Operations [PAGES 118-124]
20. Richland County Office of Small Business Opportunity [PAGES 125-129]
21. Hopkins Magistrate Office: Relocation of the Hopkins Magistrate Office, lease agreement for 8012 Garners Ferry Road, Suite E, Columbia, SC 29209 [PAGES 130-152]
22. Election Commission and Voter Registration Budgets [PAGES 153-157]

Third Reading Items

23. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto [PAGES 158-187]
24. Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto [PAGES 188-195]
25. Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto [PAGES 196-229]

Second Reading Items

26. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County

Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance [PAGES 230-234]

Report Of Development And Services Committee

27. Septic and Storm Drainage Problems in Suburbs [PAGES 235-347]
28. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map [FIRST READING] [PAGES 348-362]

Report Of Administration And Finance Committee

29. Coroner-2400: Budget Amendment for FY 13-14 [FIRST READING] [PAGES 363-366]
30. SC Philharmonic Funding Request [PAGES 367-372]
31. Hospitality Tax Ordinance Agency Procurement [PAGES 373-381]
32. Richland County Water/Sewer/Industrial Waste User Rates [PAGES 382-397]
33. Richland County Utilities Tap Fee Assistance Program [PAGES 398-413]
34. Water & Sewer Tap Fee Payment Plan [PAGES 414-418]
35. Donations of Council via Discretionary Accounts [PAGES 419-423]

Report Of Economic Development Committee

36. An Ordinance Authorizing, pursuant to Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a consent, subordination, security and mortgage agreement between Richland County, South Carolina and one or more financing entities in connection with Project W; and matters related thereto [FIRST READING BY TITLE ONLY] [PAGE 425]

Other Items

37. Health Insurance Update [ACTION]
38. Airport Subleasing Contract [ACTION] [PAGES 427-428]
39. A Resolution to appoint and commission Tammy Marie Ashley as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 430]
40. **REPORT OF THE DIRT ROAD AD HOC COMMITTEE:**
 - a. Package "B" Bid Results [PAGES 432-434]

Citizen's Input

41. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

42. a. Businesses should be established a minimum of one year in Richland county to participate in the SLBE program **[JACKSON]**

Adjournment



Special Accommodations and Interpreter Services

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

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

Richland County Council Request of Action

Subject

- a. Building Safety Month Proclamation

Richland County Council Request of Action

Subject

Regular Session: May 20, 2014 [**PAGES 7-16**]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
MAY 20, 2014
6:00 PM**

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Beverly Harris, Chris Gossett, Justine Jones, Ismail Ozbek, Brad Farrar, Dale Welch, Annie Caggiano, Nelson Lindsay, Tracy Hegler, John Hixon, Donny Phipps, Mike Smith, Kecia Lara, Bill Peters, Larry Smith, Brandon Madden, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:03 p.m.

INVOCATION

The Invocation was given by the Honorable Damon Jeter

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Damon Jeter

APPROVAL OF MINUTES

Regular Session: May 6, 2014 – Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Manning moved, seconded by Ms. Dickerson, to adopt the agenda as published.

Mr. Pearce stated the motion submitted by him was also supported by Mr. Rush and Mr. Manning.

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Personnel Matter(s)**
- b. **Project LM**

POINT OF PERSONAL PRIVILEGE – Mr. Pearce welcomed Mr. Smith back.

CITIZENS INPUT

Mr. Jackson stated the citizens that signed up to speak regarding the Hospitality Tax items would need to speak at the Budget Public Hearing on May 22nd.

POINT OF PERSONAL PRIVILEGE – Mr. Washington recognized that his wife, Valerie was in the audience.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that former Councilwoman Bernice Scott was in the audience.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Fleet Management Recognition** – Mr. McDonald stated that the Fleet Management Team was named one of the 100 Best Fleet Management Teams in North America. The team was ranked 28th this year.
- b. **Employee Recognition** – Mr. McDonald recognized the Business Inspections Department for having several employees elected to Statewide and Association offices. The FC SC Permit Technician Association elected Tierra Johnson as Secretary, Andrea Dennis as Fundraiser Chair and Kecia Lara as Vice President.

The Palmetto Property Maintenance Officer's Association has elected Kecia Lara as the Vice President and Donny Phipps was elected to the Board of Directors. The Building Official's Association of SC elected Mike Smith as President. Mr. Smith also was named Official of the Year. Mr. Phipps received an Honorary Membership to the Building Official's Association of SC.

- c. **CRW Software Transition** – Mr. McDonald stated that the Development Services Website which accompanies the new software went online on May 20th and the CRW Software Package Phase II will go online May 21st. Those programs will consolidate all of the development related processes and relay the information into one user-friendly website. Phase II of the software package will consolidate all development related functions into one enterprise software to enable electronic e-pay and plan submittal.
- d. **Employee Introduction** – Mr. McDonald introduced the new Research Manager, Brandon Madden.
- e. **Comprehensive Plan Update** – Ms. Hegler gave a brief update on the Comprehensive Plan.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Budget Meetings: May 22nd [Public Hearing]; May 29th [2nd Reading of Budget (Grants); and June 5th [2nd Reading of Budget (Non-Grant Items)** – Ms. Onley reminded Council of the upcoming Budget Meetings.

REPORT OF THE CHAIR

- a. **Meeting with Lexington County Council** – Mr. Jackson requested that the Administrator coordinate a meeting with the members of Lexington County Council.
- b. **Small Business Week** – Mr. Jackson stated the Chamber of Commerce held National Small Business Week events last week.
- c. **Personnel Matter: Contractual Matter** – This item was taken up in Executive Session.

PRESENTATIONS

EdVenture Children's Museum: Nikki Williams, Vice President of Education – Ms. Williams thanked Council for their continued support.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto – No one signed up to speak.**
- **Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Pasta Company to provide an Infrastructure Credit; and other matters related thereto – No one signed up to speak.**
- **Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto – No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- **14-02MA, Noralba Hurtado, RU to GC (.45 Acres), 10356 Broad River Rd., 03300-06-10 [THIRD READING]**
- **14-03MA, Preston Young, RU to OI (1.5 Acres), Cabin Creek Rd., 21615-04-26 [THIRD READING]**
- **14-06MA, Jimmy Derrick, RS-MD to NC (3.83 Acres), 6405 Monticello Rd. 09401-06-09 [THIRD READING]**
- **14-07MA, W. D. Morris, GC to LI (3.2 Acres), Two Notch Rd. & Brickyard Rd. [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (b), Standards; Paragraph (1); Subparagraph h; so as to delete reference to pole color [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements [SECOND READING]**
- **An Ordinance Authorizing a deed to the City of Columbia for certain water lines to serve the JKEKT Koyo Expansion in Northeast Business Park; Richland County TMS # 14900-01-16(p) and 15005-01-02(p) [SECOND READING]**

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

THIRD READING ITEMS

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto – Mr. Malinowski moved, seconded by Mr. Rush, to defer this item until the June 3rd Council meeting. The vote in favor was unanimous.

Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto – Mr. Malinowski moved, seconded by Mr. Rush, to defer this item until the June 3rd Council meeting. The vote in favor was unanimous.

Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto – Mr. Malinowski moved, seconded by Mr. Rush, to defer this item until the June 3rd Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to only allow shipping containers as an accessory use in the RU (Rural), GC (General Commercial District), M-1 (Light Industrial District), LI (Light Industrial) and HI (Heavy Industrial) Zoning Districts – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on

Private Property; and emergency maintenance – Mr. Washington moved, seconded by Ms. Dixon, to defer this item until the June 3rd Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add five (5) full time positions for the establishment of the SLBE Program – Mr. Livingston moved, seconded by Mr. Rush, to approve the Certification Specialist and Contracts and Compliance Specialist positions and to hold the remaining three vacancies open. A discussion took place.

The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

I-77 Alliance – Mr. Livingston stated that the committee recommended approval of this item. A discussion took place.

The vote was in favor.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Board of Zoning Appeals – 1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Building Codes Board of Appeals – 3** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.
- c. **Community Relations Council – 4** – Mr. Malinowski stated that the committee recommended advertising for these vacancies. The vote in favor was unanimous.
- d. **Historic Columbia Foundation – 1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- e. **Township Auditorium Board – 1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee – 3** – Mr. Malinowski stated that the committee recommended appointing Mr. Michael Tandon for the lodging vacancy and to re-advertise the remaining vacancies. The vote in favor was unanimous.

- b. **Building Codes Board of Appeals – 1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- c. **Central Midlands Council of Governments – 1** – Mr. Malinowski stated that the committee recommended appointing Mr. Kendall Corley. The vote in favor was unanimous.
- d. **Employee Grievance Committee – 1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- e. **Hospitality Tax Committee – 1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- f. **Procurement Review Panel – 2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- g. **Township Auditorium Board – 1** – Mr. Malinowski stated that the committee recommended re-appointing Mr. John A. Pincelli. The vote in favor was unanimous.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **Joint State Infrastructure Bank Application** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.
- b. **Joint Resolution Supporting State Infrastructure Bank Application** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Airport Subleasing Contract – Mr. Washington moved, seconded by Ms. Dickerson, to defer this item until the June 3rd Council meeting. The vote was in favor.

REPORT OF HOSPITALITY TAX FEASIBILITY STUDY COMMITTEE

- a. **Project “LM”** – This item was taken up in Executive Session.
- b. **Destination Facility Financing Options** – This item was held in committee.
- c. **Committee Recommendation to Council** – This item was held in committee.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:13 p.m. and came out at approximately 8:43 p.m.
=====

- a. **Personnel Matter** – Mr. Livingston moved to authorize Legal to enter into the contract as discussed in Executive Session. The vote in favor was unanimous.
- b. **Project “LM”** – Mr. Malinowski moved, seconded by Mr. Rush, to direct Administration, in conjunction with the County move forward as directed in Executive Session. The vote in favor was unanimous.

MOTION PERIOD

- a. **Based on Council concerns regarding the long term stability of Richland County’s employee health insurance program, the Council Chair is asked to appoint an Ad Hoc Health Insurance Study Committee to meet with staff to review existing employee health care policies and explore potential alternatives to providing health care to Richland County employees and their families. The target date for completion of the Committee’s work and generation of recommendations would be at a yet to be determined date in early 2015 sufficient for the inclusion of their report in the FY 2016-2016 budget deliberations [PEARCE and RUSH] – This item was referred to the D&S Committee.**
- b. **I move that the Special Called Meeting – 2nd Reading of Budget and Millage Ordinance [Grants Only] scheduled for Thursday, May 29, 2014 be re-scheduled to Wednesday, May 28, 2014 for the same time of day. Rationale –ETV, in collaboration with 7 newspapers across the state have scheduled a debate for US Senate (the unexpired term of former US Sen. Jim DeMint), Democratic candidates, May 29, 7:30 p.m. Out of respect for our colleague who is running for this seat and will need to take part in this event that was out of her control in scheduling, I think it only right and proper that Council make such a change that is in our control [MANNING] – Mr. Manning moved, seconded by Mr. Washington, to rescheduled 2nd Reading of Budget and Millage Ordinance [Grants Only] to June 2nd at 6:00 PM. The vote in favor was unanimous.**

ADJOURNMENT

The meeting adjourned at approximately 8:50 p.m.

Richland County Council
Regular Session
Tuesday, May 20, 2014
Page Eleven

Richland County Council
Regular Session
Tuesday, May 20, 2014
Page Nine

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

Torrey Rush

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: May 27, 2014 [**PAGES 17-19**]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, MAY 27, 2014 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Norman Jackson
Member	Julie-Ann Dixon
Member	Paul Livingston
Member	Bill Malinowski
Member	Greg Pearce
Member	Seth Rose
Member	Torrey Rush
Member	Kelvin E. Washington, Sr.

Absent	Damon Jeter
	Joyce Dickerson
	Jim Manning

OTHERS PRESENT: Amelia Linder, Tracy Hegler, Geo Price, Holland Leger, Tommy DeLage, Sparty Hammett, Tony McDonald, Monique Walters, Monique McDaniels, Roxanne Ancheta, Warren Harley, John Hixon, Ismail Ozbek, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:03 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Hegler stated that there were no additions or deletions to the agenda.

MAP AMENDMENT

14-09MA, Michael Boulware, PDD to PDD (6.81 Acres), Jacobs Mill Pond Rd., 25810-03-08 & 09

Mr. Jackson opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

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

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards, Section 26-176, Landscaping Standards; Subsection (f), Buffer Transition Yards; Paragraph (1)(a); and Amending Section 26-186, Development with Open Space Design Standards; Subsection (I), Development Requirements; Paragraph (7); so as to provide an exception to the buffer transition yard requirements [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

ADJOURNMENT

The meeting adjourned at approximately 7:06 p.m.

Submitted respectfully by,

Norman Jackson
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Health Insurance Update
- b. Contractual Matter - Project LM

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

a. REMINDER: Budget Meetings

1. June 2nd, 6:00 PM - 2nd Reading of Budget (Grants Only)
2. June 5th, 6:00 PM - 2nd Reading of Budget (Non-Grant Items)
3. June 12th, 6:00 PM - 3rd Reading of Budget Ordinance

Richland County Council Request of Action

Subject

- a. Introduction of Clerk to Council
- b. Personnel Matter

Richland County Council Request of Action

Subject

- a. Ordinance to approve a deed to the City of Columbia for certain water lines to serve the JTEKT Koyo expansion
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and emergency maintenance
- d. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to ratify and approve the internal distribution of revenues received from property located in the park; and other related matters
- e. Second Amendment to Master Agreement Governing the I-77 Corridor Regional Industrial Park
- f. Small Local Business Enterprise Program Design Model and Projected Budget Approval

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements [**THIRD READING**] [**PAGES 25-28**]

Notes

First Reading: May 6, 2014

Second Reading: May 20, 2014

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING DIVISION 9, PROMPT PAYMENT REQUIREMENTS.

WHEREAS, Richland County Council desires to amend the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Prompt Payment Requirements which it will do concurrently with third reading of this ordinance.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing is hereby amended to add Division 9, Prompt Payment Requirements, to read as follows:

DIVISION 9: PROMPT PAYMENT REQUIREMENTS

Section 2-648. Prompt Payment Required.

(1). *Right of County prime contractor and subcontractor to prompt payment.*

(a) Performance by a prime contractor in accordance with the provisions of its Richland County contract entitles prime contractor to payment from the County in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the contractor, the County shall pay contractor no later than 30 days after receipt of a proper invoice from the contractor that summarizes the services provided or goods delivered to County by contractor and the cost of same. For each thirty-day interval that payment from the County is late, contractor shall be entitled to interest penalty payments from the County equal to 5% of the late balance, This late penalty fee payment shall be in addition to the payment of the undisputed original balance due by the County.

(b) Performance by a subcontractor in accordance with the provisions of its subcontract agreement with County's prime contractor while providing goods or services on behalf of Richland County entitles subcontractor to payment from the prime contractor in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the subcontractor, the prime contractor shall pay subcontractor no later than seven days after prime contractor has received payment from the County for the goods or services that subcontractor has properly invoiced prime contractor for by summarizing the

goods or services delivered on behalf of the County through the prime contractor. Alternatively, in instances where, through no fault of subcontractor, prime contractor has not been paid by the County for goods or services rendered by subcontractor, and more than thirty-seven days have lapsed since prime contractor received a proper invoice from subcontractor, the prime contractor shall authorize the County to pay subcontractor's undisputed invoice directly and to then deduct subcontractor's payment portion from prime contractor's account receivables due under its contract with the County. For each thirty-day interval beyond thirty-seven days that payment to subcontractor is late, subcontractor shall be entitled to an interest penalty fee equal to 5% of the late balance. This late penalty fee shall be in addition to the payment of the undisputed original balance due by the prime contractor, and shall be payable by either the prime contractor or the County depending upon which party is responsible for the late payment under these terms.

(c) The County shall place language establishing these prompt payment terms as described above in (a) and (b) in any County bid solicitation and resulting contract awarded under County Ordinance, Chapter 2, Administration, Article X, Purchasing, § 2-591 and in each instance wherein the County determines to apply the provisions of County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 7 to a solicitation. In addition, each prime contractor shall be required to include similar prompt payment flow-down provisions for each tier of subcontractors that perform services or provide goods on behalf of the County through the prime contractor or a subcontractor.

(d) Any prevailing party that makes a final written demand for payment and late penalty fees to the responsible party pursuant to this Ordinance and fails to receive payment in full within 30 days, and subsequently takes legal recourse to enforce these prompt payment provisions, shall also be entitled to the award of reasonable attorneys' fees by a court of competent jurisdiction.

(2). Grounds on which County, prime contractor, or subcontractor may withhold application and certification for payment; contract terms unaffected.

Nothing in this Ordinance prevents the County, the contractor, or a subcontractor from withholding application and certification for payment because of the following: unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed or reasonable evidence that claim will be filed, failure of contractor or subcontractor to make timely payments for labor, equipment, and materials, damage to County, contractor, or another subcontractor, reasonable evidence that contract or subcontract cannot be completed for the unpaid balance of the contract or subcontract sum, or a reasonable amount for retainage.

Nothing in this Ordinance requires that payments due a contractor from the County be paid any more frequently than as set forth in the construction

documents, nor shall anything in this Ordinance affect the terms of any agreement between the County and any lender.

(3). *Failure of contractor or subcontractor to make timely payments.*

In addition to the interest on late payments provided in Section 1, if any contractor or subcontractor makes late payments more than three times during the course of a contract, unless sufficient justification is made to the County and the County determines not to count the payment as late, the County can withhold the amount of the late payment due from the contractor to the subcontractor or to the lower tier subcontractor and make such late payment directly to the subcontractor or the lower tier subcontractor.

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 _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

Attest this _____ day of _____, 2014.

Michelle Onley, Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add five (5) full time positions for the establishment of the SLBE Program **[THIRD READING] [PAGES 29-53]**

Notes

April 22, 2014 - The Committee recommended approval to implement the proposed SLBE program model and funding of five FTE positions for the Small Local Business Enterprise Program in FY14.

First Reading: May 6, 2014

Second Reading: May 20, 2014

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Small Local Business Enterprise Program Design Model and Projected Budget Approval

A. Purpose

County Council is requested to approve a program design model and budget for the Small Local Business Enterprise (SLBE) division for countywide and Transportation Penny Tax generated projects and contracts.

B. Background / Discussion

The primary objectives of the program are to:

- Utilize a race- and gender-neutral procurement tool to increase the capacity of small and local businesses, including Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs);
- Promote equal opportunity for businesses in construction, architectural, professional, engineering and commodities industries by entering into contracts or engaging in business relationships solely with businesses that have demonstrated equal treatment of vendors, suppliers, subcontractors or commercial customers in their solicitations, selection, and hiring practices;
- Provide additional avenues for the development of broad-based competition for County contracts from the growing pool of small and locally-based businesses;
- Establish new, locally-based sources of supply which promotes economic development.

The general responsibilities associated with administering the program include, but are not limited to:

- Providing general program oversight, management and support;
- Preparing progress, performance and annual reports of goals;
- Certifying SLBEs, Emerging SLBEs and joint ventures;
- Form Goal Setting Committee(s) to establish and apply Affirmative Procurement Initiatives (APIs) when needed;
- Conducting contract compliance verifications;
- Managing contract specification reviews, oversight and close-outs;
- Determining whether graduation and/or suspension provisions of SLBE, Emerging SLBE firms and joint ventures have been met;
- Marketing, community outreach and developing community partnerships;
- Budget and cost monitoring and control.

In designing a model for the program, a Program Needs Assessment was completed which included performing a staffing analysis, projecting personnel and operating costs, and developing a proposed overall budget. In evaluating the program's needs, the City of Columbia, SCDOT, Charleston County, City of Charlotte, City of Durham, City of Houston, and the City of San Diego were consulted during the study to learn how their programs were structured and

staffed. In this evaluation five (5) positions were identified as most vital to the operations of the SLBE program. These positions will report to the Assistant Director of the SLBE division.

Each position's pay rates will be proportional with the percent of work completed through the Penny Tax and the amount completed countywide which is estimated to be allocated at a rate of 75% from the Transportation Penny Tax fund and 25% from the General Fund. These positions may be eliminated when total projected revenues from the Transportation Penny program have been collected and expended in roughly 21 years.

A brief description of each position is provided below as well as the number of staff persons needed in each category. These positions are also illustrated in the SLBE organization chart, which is attached as Appendix 1:

- **Certification Specialist (1-2):** Responsible for reviewing and processing applications for primes and subcontractors; examining, evaluating, and investigating program eligibility; conducting site visits to verify program eligibility and confirming eligibility of industries that work with other businesses or firms. Recommendations for certification or denial will be made by the incumbent however the Assistant Director will make final determination of eligibility and whether certification ultimately will be granted. The outcome of a classification study conducted by HRD has established a pay range between \$32,152 and \$51,298 per year.
- **Contracts and Compliance Specialist (1-2):** Responsible for ensuring federal, state and local laws, regulations and ordinances governing contracts are complied with. This individual will ensure policies, procedures and regulations are being practiced in accordance with the provisions of the scope of services within the contract. This individual will also monitor performance and other related activities of primes and subcontractors to ensure each participant remains eligible for involvement in the program. Recommendations to graduate, suspend or terminate participants from the program will be made to the Assistant Director who will make the final determination whether program criteria for advancement from the program have been satisfied. This individual may also assist with contract development, administration, tracking, analysis, monitoring and communicating performance. The outcome of a classification study conducted by HRD has established a pay range between \$39,062 and \$62,420 per year.

Shortly after the program has been fully implemented, in FY 15 a subsequent determination will be made when the additional positions will need to be brought in to the program. The positions outlined below have not undergone a classification study so the pay amounts are purely estimates only. They include the following:

- **Procurement Specialist (1):** Responsible for developing schedules for final construction plan submittals, project advertisements, addendums, mandatory pre-bid meetings, and

bid openings. Develops proposals for individual project bids and provides final engineering cost estimates prior to project advertisement. Conducts bid openings, analysis of bid tabulations and makes recommendations to the Assistant Director for awards and rejections. Produces standard specifications for proposals to ensure SLBE requirements for individual projects and oversight procedures for compliance are adhered to.

- **Program Specialist / Intake Coordinator (1):** As the first point of contact, the incumbent is responsible for providing administrative support to the program, including intake and coordination of certification applications; communicating with and responding to questions from potential applicants and the public; monitoring and updating the bidder registration system; maintaining schedule for outreach meetings and workshops in conjunction with the PDT and providing assistance as needed; responding to information requests; conducting basic research and storing and integrating information from existing files and databases to a new system.

Prior to implementing the program, it is recommended one Certification Specialist and one Contracts and Compliance Specialist be hired immediately. In the first few months after the program launches staffing levels will build as the program fully develops and its needs expand at which time a second Certification or Contracts and Compliance Specialist, a Procurement Specialist and a Program Assistant. Council is also requested to approve hiring these positions as well; however, these positions are not as critical as the other two requested and could be filled after July 1, 2014.

The program will be continuously and closely monitored after implementation to verify all positions adequately cover the needs of the program. Adjustments will be made as needed to ensure the program's operations function in a high quality, efficient and streamlined manner. It is therefore recommended funding for all estimated personnel costs be approved and encumbered *now* as part of the division's FY15 budget request. When program need dictate the need for additional staff, the vacant positions and associated personnel costs will have already been approved and the positions can be filled as quickly as possible. Administration and Council will be updated of any anticipated changes in program needs at the earliest time possible.

The program is projected to launch in July 2014 and assumes the program design and proposed budget have received Council approval, the necessary resources are available and accessible as requested, and the two requested employees are in place prior to implementation. Although firm estimates are not available on the prospective number of SLBEs that will participate in the program, gauging from the level of public interest in the Penny Tax initiative, upcoming projects scheduled to begin in summer 2014, and from discussions with and inquiries from small business owners, the interest is predicted to be moderate to high.

C. Legislative / Chronological History

- On February 18, 2014 County Council approved the Retreat Directive for staff to provide Council a program design model and present a proposed budget.
- At the Council Retreat held on January 23, 2014 Council was provided an update on the status of the program.
- On December 30, 2013 the SLBE program was added as a second division to the Procurement Office.
- Ordinance No. 049-13HR was approved on September 17, 2013 (attached as Appendix 2).

D. Financial Impact

All program-related costs will be allocated from both the Transportation Penny Tax Fund and the General Fund based on the division of the work in each area. The program as well as operating costs provided in Table 1 is *estimate only* since this is a newly-developed program.

The initial one-time purchase of vehicles, computers and related equipment, and office supplies required for staff will be higher in the first year than in subsequent years when these items will be maintained. The Certification and Contracts and Compliance Specialist positions have been identified as most critical and time sensitive to implementation. However, the Procurement Specialist and Program Specialist positions will be classified by HRD in the near future.

To provide Council a realistic sense of what the personnel costs would be for the positions that have not undergone a classification study, similar positions from the municipalities mentioned earlier were reviewed, as well as research from the National Occupational Employment and Wage Estimates from the Bureau of Labor statistics salaries. However because each particular program design and its needs are unique, and because the variables associated with determining pay ranges vary so widely, the information reviewed could only be applied in a general manner. After the classification analysis for the Procurement and Program Specialist positions have been completed and concrete pay ranges for each have been determined, the budget will be updated accordingly.

When the classifications have been completed and the pay ranges have been defined, the information will be presented to Council in a progress report update.

Table 1. SLBE Program Budget

Line Description	FY15
Estimated Personnel Costs	\$382,151
Estimated Operating Costs	\$109,000
Total Estimated Program Costs	\$ 491,151

E. Alternatives

1. Approve the request to implement the proposed SLBE program model and projected budget for the remainder of FY14 and authorize two staff persons to be immediately hired in FY 14 prior to implementation. The personnel budget for the remaining three positions will be

approved and encumbered as part of this request to allow the additional three staff positions to be hired in FY15. Approval of five positions is being requested.

2. Do not approve the request to implement the proposed SLBE program model and projected budget for the remainder of FY14 and FY 15.

If this Alternative is selected, the program will not be implementable. All associated program expenditures and proposed positions are critical to the development, implementation, and administration of the program.

F. Recommendation

It is recommended Council approve the request to implement the proposed SLBE program model and projected budget for the remainder of FY14 and authorize two staff persons to be immediately hired in FY 14 prior to implementation. The personnel budget for the remaining three positions will be approved and encumbered as part of this request to allow the additional three staff positions to be hired in FY15. Approval of five positions is being recommended.

Recommended by: Justine Jones Department: Procurement Date: 4/7/14

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 4/18/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommendation supports Administration's comments below

Human Resources

Reviewed by: Dwight Hanna Date:
 Recommend Council approval Recommend Council denial
 County Council discretion
Comments regarding recommendation: It appears that Council has already approved and/or agreed to this project. Upon review, there are different individuals designated for approvals. Some approval authorizations are designated to Procurement Director, and Assistant Procurement Director [and] appropriate Contracting Officer. Human Resources recommends the County clearly designates who has approval authority. Human Resources has not participated in the staffing analysis and assessment to determine the appropriate number or type positions needed for this project. Human Resources involvement has been limited to classification of jobs based on information provided from the Procurement Department.

Legal

Reviewed by: Elizabeth McLean Date: 4/18/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

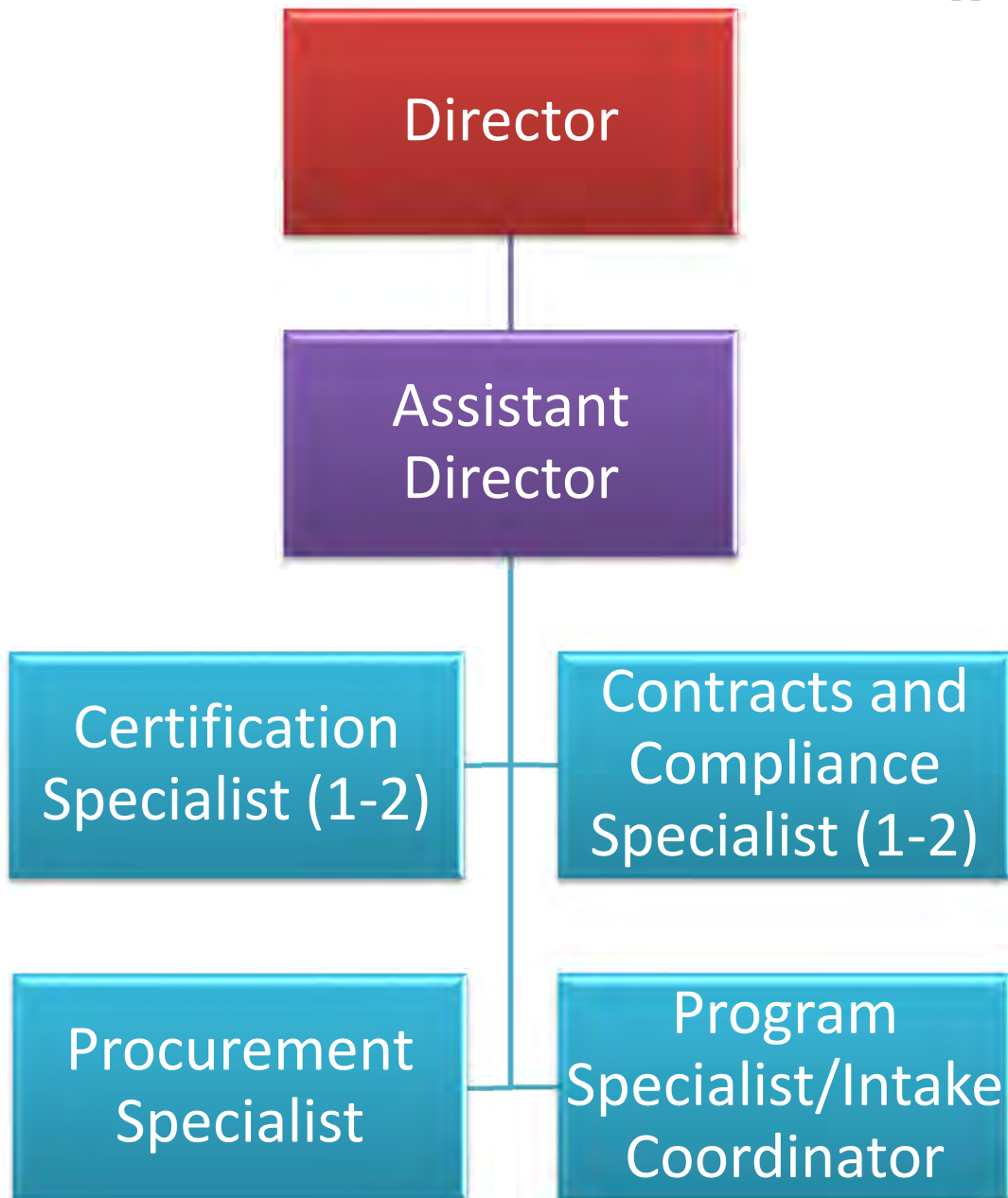
Reviewed by: Roxanne Ancheta Date: April 18, 2014
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to implement the proposed SLBE program model as outlined above. It is also recommended that Council immediately approve the creation and hiring of one (1) Certification Specialist, and one (1) Contracts and Compliance Specialist. A budget amendment will be required. Council may choose to approve the remaining three (3) proposed new positions at this time, or wait to see how the program progresses, and determine staffing needs at a later date. This portion of the request (remaining 3 positions) is a policy decision of Council.

**Small Local Business Enterprise (SLBE)
Program Organization Chart**

FYs14/15

Appendix 1



Appendix 2

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 049-13HR**

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; BY ADDING A NEW DIVISION ENTITLED 7, SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS; AND AMENDING CHAPTER 2, ADMINISTRATION; ARTICLE XI, INQUIRIES AND INVESTIGATIONS; SO AS TO RENUMBER THE PARAGRAPHS THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 2, Administration; Article XI, Inquiries and Investigation; Section 2-639, Short title; is hereby renumbered to read as Section 2-647, and all remaining paragraphs in Article XI are renumbered in appropriate chronological order.

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

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement for the County (including a representative of the Procurement Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural &

Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – non-construction, non-architectural, and non-engineering services that are other than Professional Services, and such “other” services that do not require any license or highly specialized training and credentials to perform.

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, scientific, technical, insurance, investment management, medical, or real estate services.

Responsive - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “*Small Business Enterprise*” and a “*Local Business Enterprise*.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the Procurement Department for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Procurement before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the following size standard limitations: (1) the SBE must have no more than fifty full-time employees; and (2) the SBE and must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than \$10 million for construction firms, specialty trade contractors, and manufacturing firms; not more than \$5 million for architectural firms; not more than \$3 million for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than \$2.5 million for engineering firms; and not more than \$2 million for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services). If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE. *This definition is subsumed within the definition of Small Local Business Enterprises.*

Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.]

Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means, any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;
3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;
4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Procurement Director. The Procurement Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and
5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;
3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County's RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;
4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and
5. Monitor and support the implementation of the rules under this Program, and where appropriate, make recommendations to the County Administrator for approval of changes to established size standards for SLBE firms, and provide notice of all approved changes to the County Council.

(c) At a minimum, each Goal Setting Committee shall:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;
2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and
3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (*SLBE*) with the Procurement Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as defined below:
 - a. Construction firms, specialty trade firms, and manufacturing firms have not employed more than 50 full-time persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$7 million in its most recently completed 3 fiscal years;

- b. Architectural business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;
- c. Professional services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;
- d. Engineering business firms , have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2.5 million in its most recently completed 3 fiscal years;
- e. Wholesale operations, retail firms, and all other services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2 million in its most recently completed 3 fiscal years; and

If a business has not existed for 3 years, the employment and gross revenue limits described above shall be applied based upon the annual averages not to exceed three years.

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program.

This definition is subsumed within the definition of Small Local Business Enterprises.

- 3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;
- 4. The firm has been established for at least one year or the managing principals of the business each have at least three years of relevant experience prior to forming or joining the business; and
- 5. In the year preceding the date of the initial certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this Section 2-641 of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's maximum employment numbers and annual gross revenues average for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Procurement Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with SLBE criteria as specified above in Sec. 2-641 (a)(1) and (a)(3);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;

2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
 3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
 4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
 5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;
 6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and
 7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.
- (b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE or as an Emerging SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. *Bonding and Insurance Waiver:* The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. *Price Preferences:* The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. However, this price preference would not apply if the award to the SLBE would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the County’s budgeted price for the contract.

3. *Evaluation Preferences:* The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners

a. For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” below:

POINT EVALUATION TABLE

10 Points for SLBE Participation	20 Points for SLBE Participation
> 51% = 10 points	> 51% = 20 points
> 45% = 7 points	> 45% = 17 points
> 40% = 6 points	> 40% = 16 points
> 35% = 5 points	> 35% = 14 points
> 30% = 4 points	> 30% = 12 points
> 25% = 3 points	> 25% = 10 points
> 20% = 2 points	> 20% = 8 points
> 15% = 1 points	> 15% = 6 points
	> 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following schedule, which is most often used by Architectural & Engineering:

Points Awarded		% of Participation Criteria
5.0	51-100	Proposals by registered SLBE owned and/or controlled firms
4.0	36 – 50	Majority prime with registered SLBE participation
3.0	30 – 35	Majority prime with registered SLBE participation
2.0	24 – 29	Majority prime with registered SLBE participation
0	0 – 23	Less than the goal for registered SLBE participation

4. *Mandatory Subcontracting:*

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs, provided however, that if the prime contractor is a certified SLBE or Emerging SLBE, then the prime contractor shall be able to count the dollar value of the work performed by its own forces towards satisfaction of the Mandatory Subcontracting goal for that contract.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

(1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;

(2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and

(3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. *Sheltered Market:*

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. *Competitive Business Development Demonstration Project:*

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after September 17, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2013.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 21, 2013
Second Reading: July 2, 2013
Third Reading: September 17, 2013
Public Hearing: June 18, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __ - 14HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014
TRANSPORTATION TAX FUND BUDGET TO ADD FIVE (5) FULL TIME
POSITIONS FOR THE ESTABLISHMENT OF THE SLBE PROGRAM.

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

SECTION I. Approve the addition of five full time positions. No additional funding is appropriated. Therefore, the Fiscal Year 2013-2014 Transportation Tax Annual Budget is hereby amended as follows:

TRANSPORTATION TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 65,061,018
Appropriation of unassigned fund balance:	\$ _____ 0
Total Transportation Tax Revenue as Amended:	\$ 65,061,018

TRANSPORTATION TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 65,061,018
Two Positions – SBLE Program – available immediately	\$ _____ 0
Three Positions - SLBE Program – not available until approval at later date:	\$ _____ 0
Total Transportation Tax Expenditures as Amended:	\$ 65,061,018

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2014
Second Reading: May 20, 2014
Public Hearing: June 3, 2014
Third Reading: June 3, 2014 (Tentative)

Richland County Council Request of Action

Subject

An Ordinance Authorizing a deed to the City of Columbia for certain water lines to serve the JKEKT Koyo Expansion in Northeast Business Park; Richland County TMS # 14900-01-16(p) and 15005-01-02(p) **[THIRD READING] [PAGES 54-60]**

Notes

First Reading: May 6, 2014

Second Reading: May 20, 2014

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-14HR

AN ORDINANCE AUTHORIZING A DEED TO THE CITY OF COLUMBIA FOR CERTAIN WATER LINES TO SERVE THE JTEKT KOYO EXPANSION IN NORTHEAST BUSINESS PARK; RICHLAND COUNTY TMS #14900-01-16 (P) & 15005-01-02 (P).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for JTEKT KOYO EXPANSION IN NORTHEAST BUSINESS PARK; 1006 NORTHPOINT BLVD.; Richland County TMS #14900-01-16 & 15005-01-02 (portion); CF#324-13, 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: _____
Norman Jackson, Chair

Attest this _____ day of _____, 2014.

Michelle Onley
Interim Clerk of Council

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

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 JTEKT KOYO Expansion – Northeast Business Park with KOYO Corporation of U.S.A. as Grantor and the City of Columbia, as Grantee, this _____ day of _____, 20_____.

State Bar Number: _____

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DEED TO WATER LINES FOR JTEKT
KOYO EXPANSION IN NORTHEAST
BUSINESS PARK; 1006 NORTHPOINT
BOULEVARD; RICHLAND COUNTY
TMS#14900-01-16 & TMS#15005-01-02
(PORTION); CF#324-13

RICHLAND COUNTY

&

KOYO CORPORATION OF U.S.A.

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, RICHLAND COUNTY of Columbia, South Carolina and KOYO CORPORATION OF U.S.A. of Blythewood, South Carolina (also hereinafter singularly and collectively referred to as "Grantor") do 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" and 8" in diameter, including valves, valve boxes, fire hydrants, lead lines to fire hydrants (including 6"DIP), meter boxes, service lines to meter boxes and easement boundaries, and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #324-13, which is incorporated herein by specific reference thereto.

An 8" water line beginning at a 8" x 24" saddle tap and tied to an existing 24" City of Columbia water line (CIP Project #WM3928 & WM3871; CF# 250-176), located on the subject property at a point one hundred sixty-six (166) feet northeast of the easternmost/northeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence therefrom in a southwesterly direction along the subject property, for a distance of thirty-three (33) feet to a 22.5° bend, located on the subject property at a point one hundred thirty-nine (139) feet northeast of the easternmost/northeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of twenty-seven (27) feet to a 22.5° bend, located on the subject property at a point one hundred twenty (120) feet northeast of the easternmost/northeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a southwesterly direction along the subject property and northwest of the "JTEKT KOYO BEARING USA BUILDING EXPANSION", for a distance of two hundred eighty-eight (288) feet to a 22.5° bend, located on the subject property at a point one hundred eighty-five (185) feet northeast of the northwestern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of thirty-eight (38) feet to a 22.5° bend, located on the subject property at a point one hundred ninety-five (195) feet northeast of the northernmost/northwestern internal building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of one hundred sixty-eight (168) feet to a 45° bend, located on the subject property at a point twenty-three (23) feet northwest of the northwestern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of two hundred eighty-eight (388) feet to a 22.5° bend, located on the subject property at a point ninety-three (93) feet northwest of the southwestern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a southwesterly direction along the

APPROVED BY *JEM* 3/14/14
CITY OF COLUMBIA
LEGAL DEPT.

subject property, for a distance of one hundred twenty-four (124) feet to a 45° bend, located on the subject property at a point ninety-nine (99) feet northwest of the southwestern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a northwesterly direction along the subject property, for a distance of six (6) feet to a 8" x 12" saddle tap and tie to an existing 12" City of Columbia water line (CF#172-21), located in the outer perimeter of the northeastern right-of-way of Northpoint Court (County Road) at a point one hundred seven (107) feet northwest of the southwestern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence terminating.

Also, a 6" water line beginning at an 8" x 6" tee, located on the aforescribed 8" water line on the subject property at a point ninety-five (95) feet north of the easternmost/northeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence extending therefrom in a southeasterly direction along the subject property, for a distance of one hundred seventy-one (171) feet to a fire hydrant, located on the subject property at a point eighty-three (83) feet southeast of the easternmost/northeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence terminating.

Also, a 6" water line beginning at a 6" x 12" saddle tap and tie to an existing 12" City of Columbia water line (CF# 220-08), located on the subject property at a point approximately one hundred thirty (130) feet northeast/more easterly of the southernmost/southeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence extending therefrom in a northwesterly direction along the subject property, for a distance of ten (10) feet to a 45° bend, located on the subject property at a point approximately one hundred thirty-five (135) feet northeast of the southernmost/southeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence turning and extending therefrom in a northwesterly/more westerly direction along the subject property, for a distance of twenty-eight and four tenths (28.4) feet to a fire hydrant, located on the subject property at a point seventy-four (74) feet northeast of the easternmost/southeastern building corner of "JTEKT KOYO BEARING USA BUILDING EXPANSION"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, its contractor, agent or any other party acting on behalf of the Grantor in connection with the initial installation of streets, paving, curbs and gutters, drainage, sewer, utility lines, final grading or improvements in development of property served by said lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described for the purpose of ingress, egress, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees to 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 easement for access, ingress and egress along the entrance drives, private roadways and private driveways for the operation, maintenance, extension of services, reconstruction and repair of the water lines and appurtenances for this development.

This conveyance also includes all water line easements shown on a set of record drawings for JTEKT KOYO EXPANSION 2012 in Richland County and in the town of Blythewood, South Carolina, dated March 7, 2014, last revised March 14, 2014, prepared for KOYO CORPORATION OF U.S.A., prepared by Carlisle Associates, Inc., Eugene J. Resch, S.C.P.E. 13353 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City file reference #324-13.

These water lines are more clearly shown and delineated shown on a set of record drawings for JTEKT KOYO EXPANSION 2012 in Richland County and in the town of Blythewood, South Carolina, dated March 7, 2014, last revised March 14, 2014, prepared for KOYO CORPORATION OF U.S.A., prepared by Carlisle Associates, Inc., Eugene J. Resch, S.C.P.E. 13353 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under City file reference #324-13.

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, liens and encumbrances, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day _____, 20____.

WITNESSES:

RICHLAND COUNTY

(1st Witness Signature)

By: _____
(Signature)

Name: _____
(Print Name)

(2nd Witness Signature)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____
(Name and Title of Officer)

of _____ on behalf of the within-named Grantor.
(City and State)

Notary Public for the State of South Carolina
My Commission Expires: _____

CITY OF COLUMBIA
DEPARTMENT OF UTILITIES & ENGINEERING
RECORD DRAWING (AS BUILT) CERTIFICATION

ENGINEER'S CERTIFICATION

THESE RECORD DRAWINGS ARE A COMPILED REPRESENTATION OF THE CONSTRUCTED PROJECT. I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, BASED ON OBSERVATIONS DURING CONSTRUCTION, MY ASSESSMENT OF THE COMPLETED WORK AND REVIEW OF THE "AS-BUILT" SURVEY, THE PROJECT INCLUDING:


<input checked="" type="checkbox"/> Water Mains	<input type="checkbox"/> Sewer Force Mains
<input type="checkbox"/> Sanitary Sewer System	<input type="checkbox"/> Lift Station/Pump Station
<input type="checkbox"/> Storm Drainage System	<input type="checkbox"/> Reclaimed Water Mains
<input type="checkbox"/> Streets	<input type="checkbox"/>

WAS COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE INTENT OF THE PERMITS, APPROVED PLANS AND SPECIFICATIONS

ENGINEER'S SIGNATURE & DATE: EUGENE J. RESCH, P.E. Date: 3/14/14
 NAME: EUGENE J. RESCH, P.E.
 SOUTH CAROLINA LICENSE NO: 13353 (AFFIX SEAL HERE)

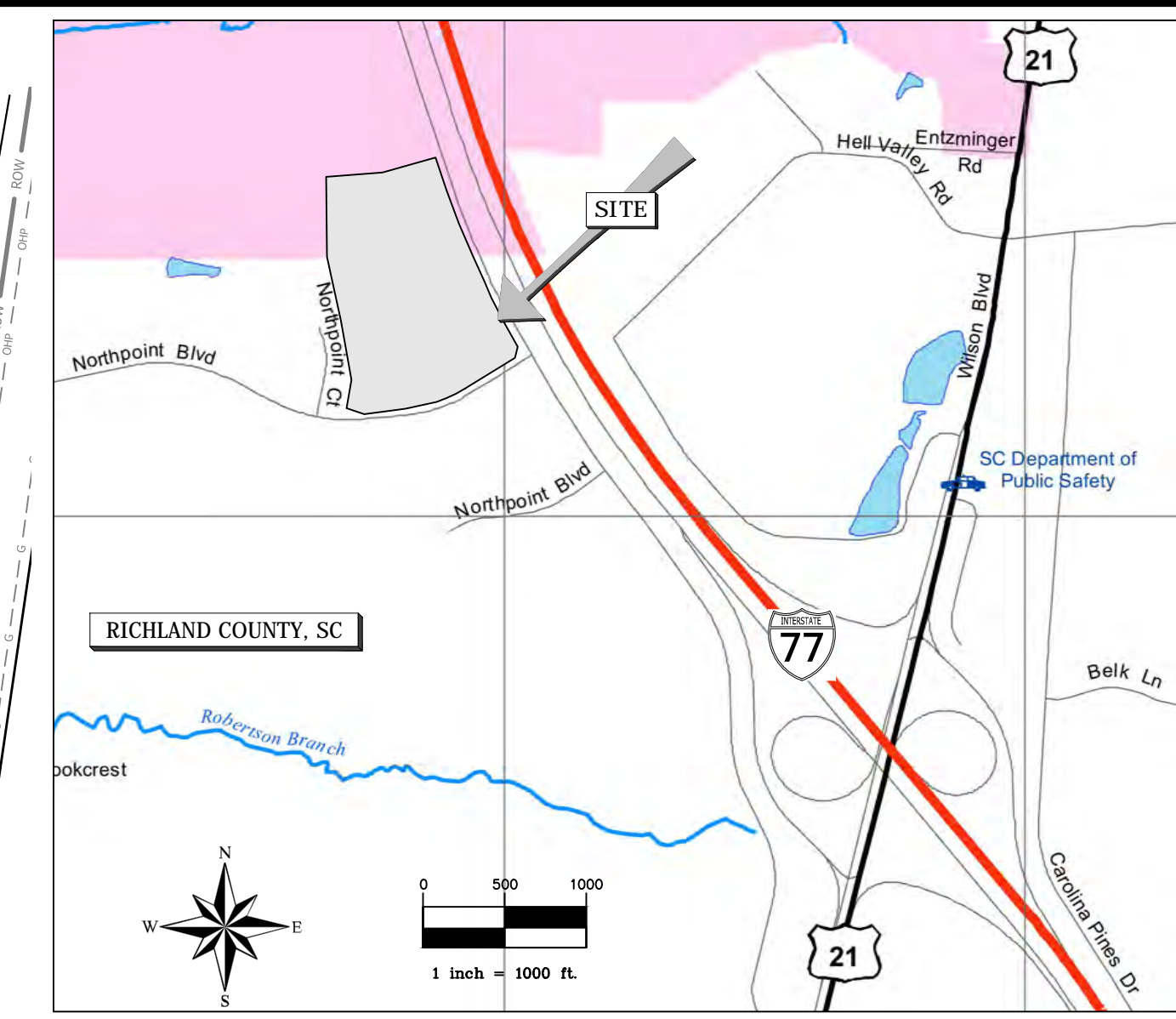
INFORMATION PROVIDED BY:
GENERAL CONTRACTOR
 Name: MB KAHN CONSTRUCTION
 Address: P.O. BOX 1179, COLUMBIA, SC 29202
 Phone #: (803) 227-1271
 S.C. License Number: 110572

SURVEYOR
 Name: DERRICK PLUMBING INC.
 Address: 2226 RIDGE ROAD, LEESVILLE, SC 29070
 Phone #: (803) 559-2827
 S.C. License Number: 11707



N/F
 VB BLYTHEWOOD PROPERTIES, LLC
 TMS R15005-01-01

- NOTES:
1. SITE BOUNDARY AND TOPOGRAPHY SURVEY PREPARED BY ASSOCIATED E & S, INC., DATED SEPT. 20, 2012, (803) 791-1550.
 2. EXISTING PROPERTY LOCATED IN RICHLAND COUNTY, TAX MAP # R14900-01-16 AND PORTION OF R15005-01-02, AND IS ZONED "M-1".
 3. PROPERTY ADDRESS IS: 1006 NORTHPOINT BLVD, BLYTHEWOOD, SC 29016. THE PROPERTY IS LOCATED IN RICHLAND COUNTY.
 4. TMS#14900-01-16 IS SUBJECT TO NORTHPOINT INDUSTRIAL PARK COVENANTS. THE NEW PARCEL TMS 15005-01-02 IS NOT SUBJECT TO COVENANTS.
 5. THE WATER SYSTEM PROVIDER IS CITY OF COLUMBIA.
 6. THE SEWER SYSTEM PROVIDER IS CITY OF COLUMBIA.
 7. THERE IS A 15' EXCLUSIVE CITY OF COLUMBIA WATER EASEMENT ON ALL MAIN LINES.
 8. ALL ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL.



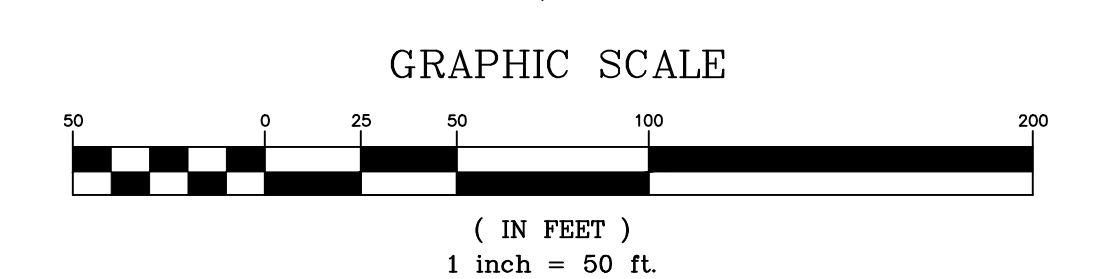
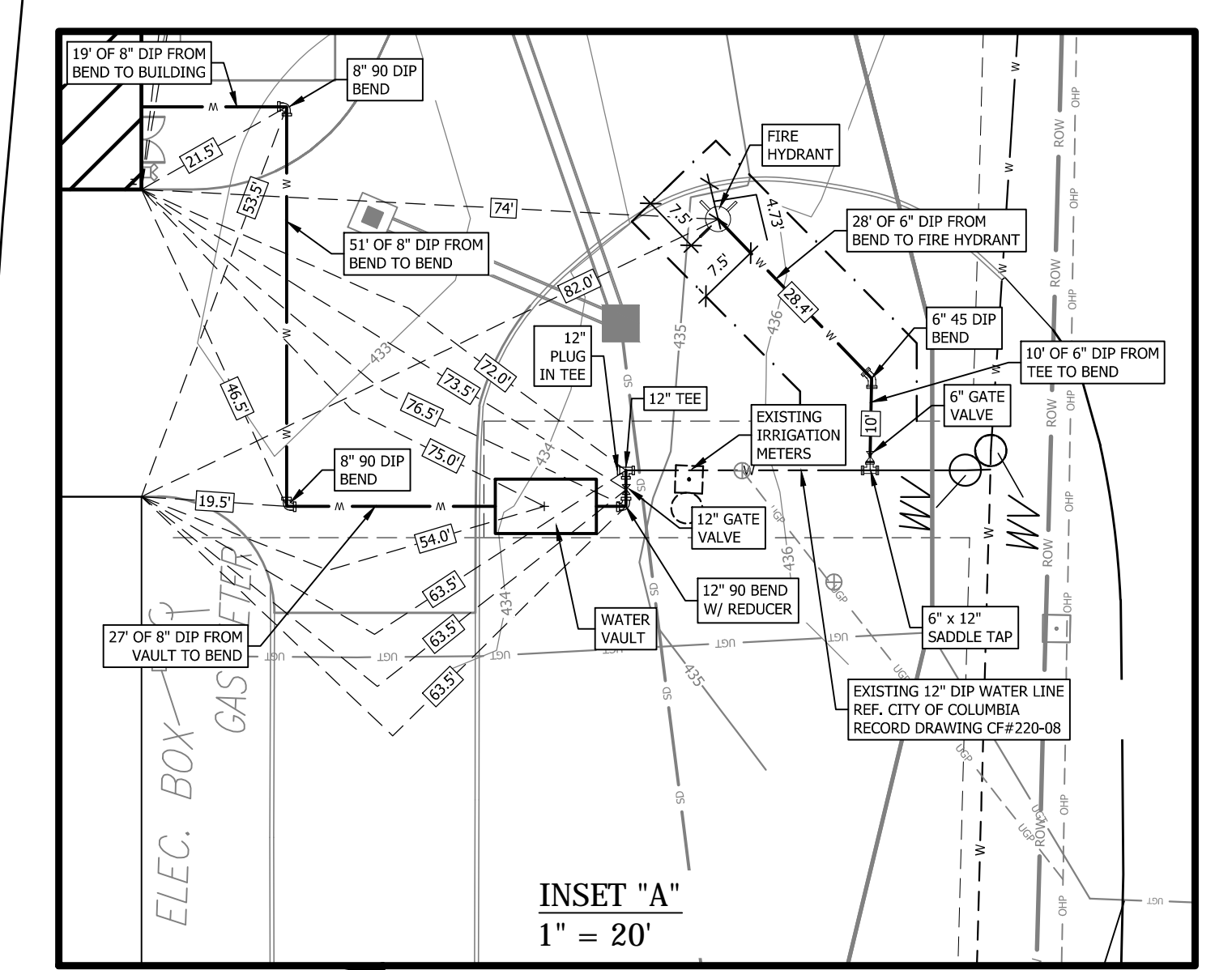
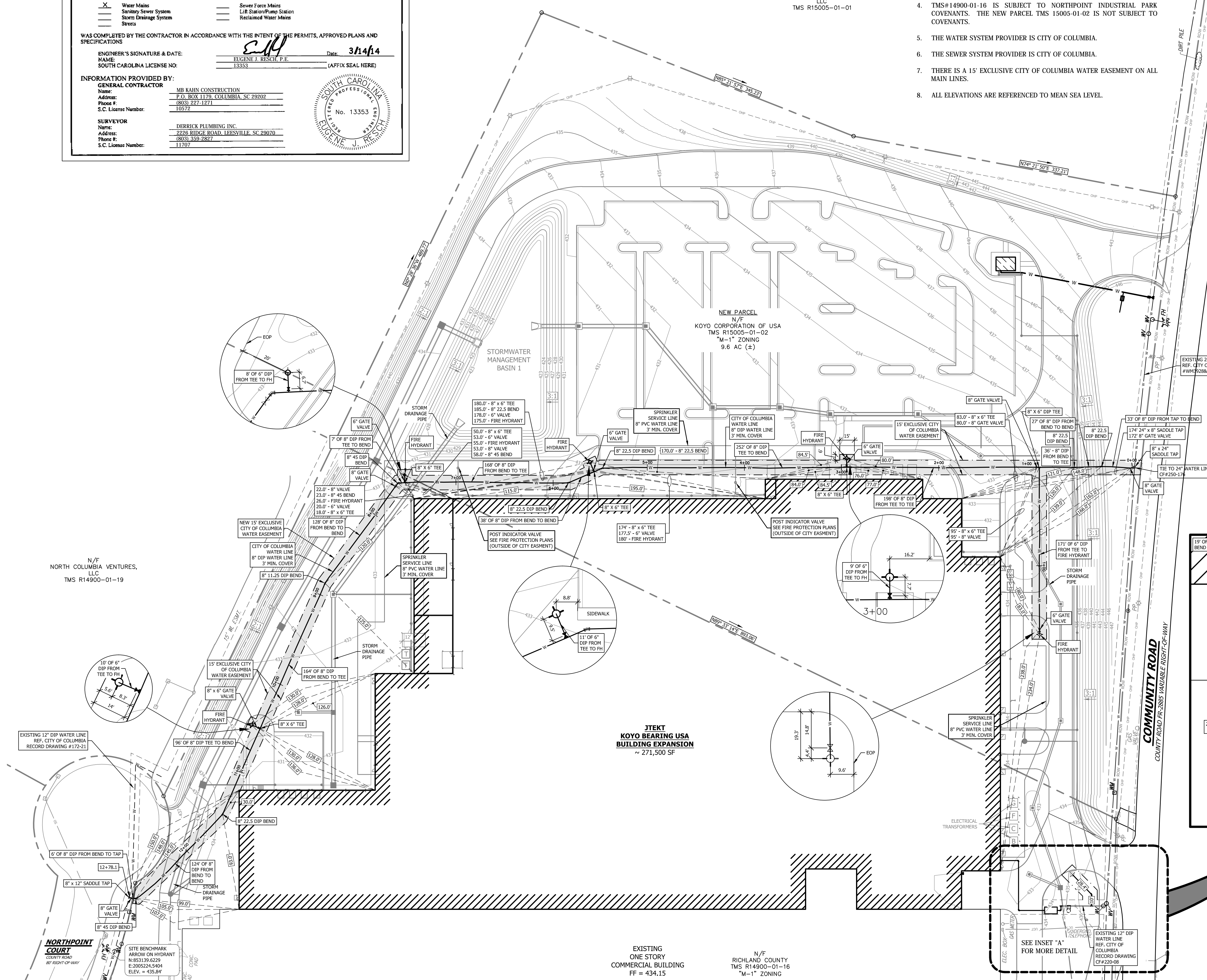
LOCATION MAP

PROJECT OWNER:
 KOYO CORPORATION OF USA
 1006 NORTHPOINT BLVD
 BLYTHEWOOD, SC 29076
 PHONE: (803) 691-4624
 FAX: (803) 691-4655
 ATTN: LEON "BUTCH" HARRIS
 LEON.HARRIS@JTEK.COM

ENGINEER:
 CARLISLE ASSOCIATES INC.
 1015 GERVAIS STREET
 P.O. BOX 11528
 COLUMBIA, SC 29211-1528
 PHONE: (803) 252-3232
 FAX: (803) 799-9054
 ATTN: MR. GENE RESCH, PE
 GRESCH@CARLISLEASSOCIATES.COM

GENERAL CONTRACTOR:
 MB KAHN CONSTRUCTION
 P.O. BOX 1179
 COLUMBIA, SC 29202
 PHONE: (803) 227-1271
 ATTN: KEVIN MORRIS
 KMORRIS@MBKAHN.COM

INSTALLER INFORMATION:
 DERRICK PLUMBING INC.
 2226 RIDGE ROAD
 LEESVILLE, SC 29070



LOCATION	DATE	BY	APP.
	3/14/14	KRB	KJB
3	3/13/14	KRB	KJB
2	3/7/14	KRB	KJB
1			

REVISIONS

APPROVALS

PROJECT MANAGER
 ZANDERS

ARCHITECT OF RECORD
 SUTTON

SITE ENGINEERING
 RESCH

STRUCTURAL ENGINEERING
 WHITE

MECHANICAL ENGINEERING
 HODGES

ELECTRICAL ENGINEERING
 SPIERS

DRAWN: KRB
 DESIGNED: EJR
 CHECKED: EJR

Koyo

CARLISLE ASSOCIATES

ARCHITECTS ENGINEERS

1015 GERVAIS STREET
 COLUMBIA, SOUTH CAROLINA 29201
 803-252-3232

JTEK
 KOYO
 EXPANSION
 2012

PROJECT TITLE
 SHEET TITLE

WATER
 RECORD
 DRAWING

FILE NAME: K118 Cplan.dwg
 DATE: 3/7/14

RECORD DRAWINGS

SUBCONTRACTOR: _____ Date: _____
 Signature: _____

GENERAL CONTRACTOR: _____ Date: _____
 Signature: _____

GENERAL CONTRACTOR SHALL VERIFY SUBCONTRACTORS SIGNATURE IF APPLICABLE

SHEET NUMBER
C400
 CF #324-13
 OF SHEETS

Richland County Council Request of Action

Subject

14-09MA
Michael Boulware
PDD to PDD (6.81 Acres)
Jacobs Mill Pond Rd.
25810-03-08 & 09 [**SECOND READING**] [**PAGES 61-65**]

Notes

First Reading: May 27, 2014
Second Reading:
Third Reading:
Public Hearing: May 27, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PDD (PLANNED DEVELOPMENT DISTRICT) ZONING DISTRICT FOR THE REAL PROPERTIES DESCRIBED AS TMS # 25810-03-08 and 09; 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 land uses within the PDD (Planned Development District) zoning district for TMS # 25810-03-08 and 09, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) The applicant shall comply with the PUD-1R Descriptive Statement (dated November 4, 1999) (Ordinance No. 065-99HR) and the General Development plan as referenced in the PUD-1R General Development Plan (dated April 8, 2014), which are on file with the Planning and Development Services Department; and
- b) The applicant shall comply with the revised land uses as described in Exhibits A and B, which are attached hereto; and
- c) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest; and
- d) All site development requirements described above shall apply to the applicant, the developer, and/or their successors in interest.

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

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

Section V. Effective Date. This ordinance shall be effective from and after _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

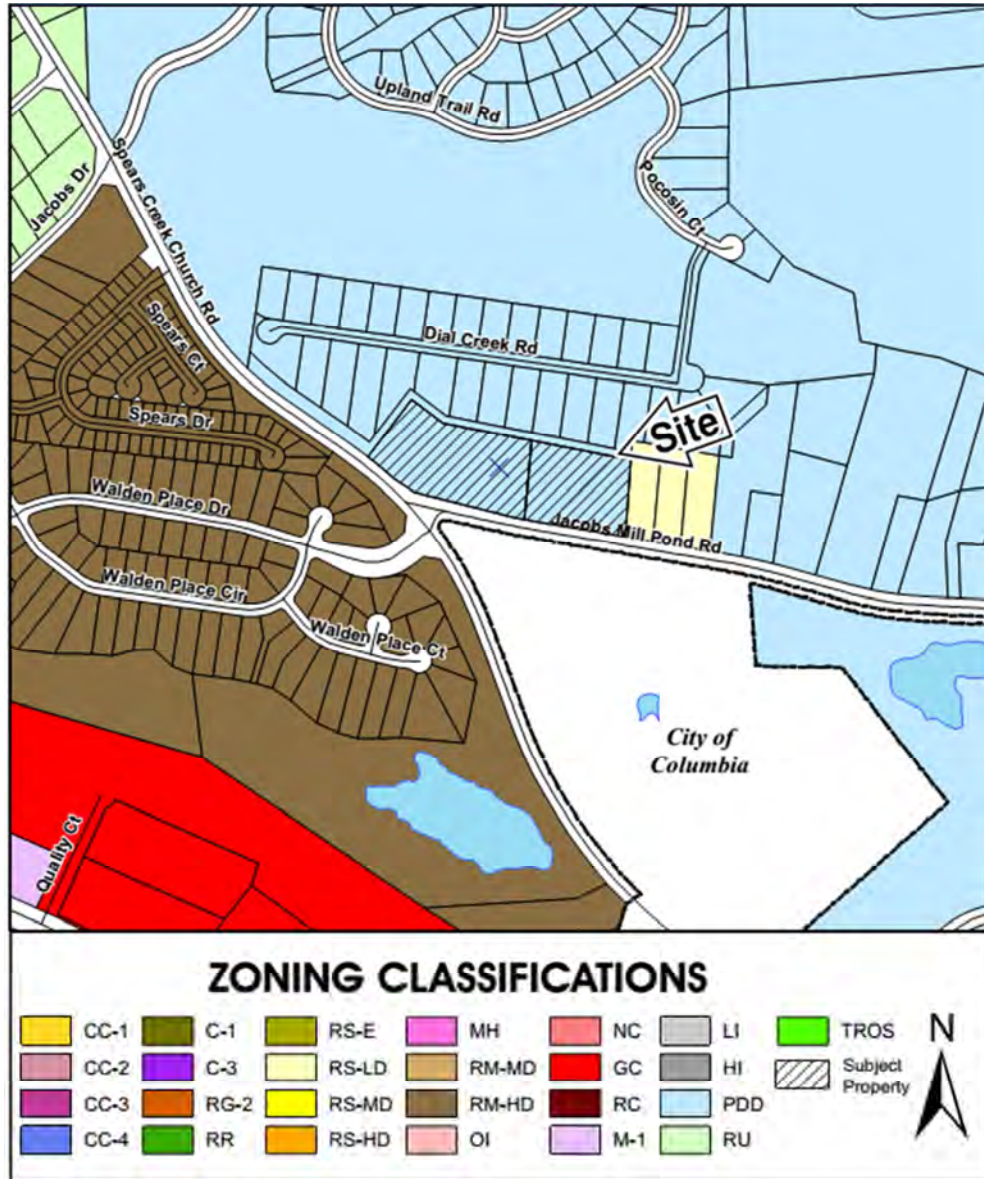
Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 27, 2013
First Reading: May 27, 2013
Second Reading: June 3, 2014 (tentative)
Third Reading:

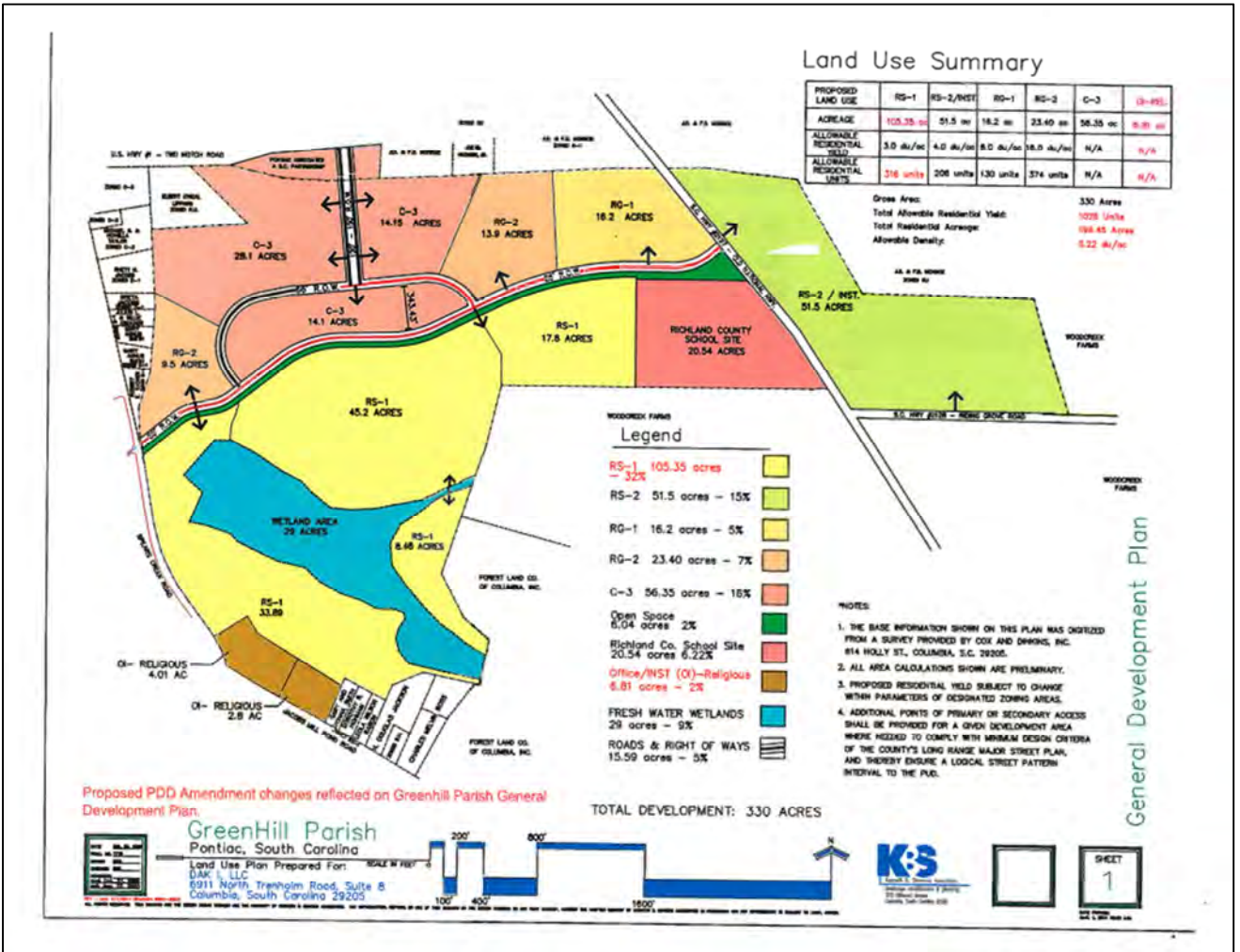
Exhibit A



The overall Greenhill Parish PDD identifies 330 total acres with 238.66 acres of residential and 1,159 total allowable dwelling units. The proposed PDD will affect approximately 6.81 acres of the existing PDD development. The proposed changes would decrease the residential acreage from 112.16 acres to 105.35 acres and create 6.81 acres of OI Religious. The current residential yield is identified as 336 units at 3 dwelling units per acre (du/ac). The proposed change would decrease the permitted dwelling units under the RS-1 District from 336 units to 316 units.

Specific PDD Amendments			
Land Use	Existing Acreage	Proposed Acreage	Acreage Change
RS-1	112.16	105.35	-6.81
OI Religious	NA	6.81	+6.81

Exhibit B



Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (f), Buffer Transition Yards; Paragraph (1)(a); and Amending Section 26-186, Development with Open Space Design Standards; Subsection (I), Development Requirements; Paragraph (7); so as to provide an exception to the buffer transition yard requirements **[SECOND READING] [PAGES 66-68]**

Notes

First Reading: May 27, 2014
Second Reading:
Third Reading:
Public Hearing: May 27, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-176, LANDSCAPING STANDARDS; SUBSECTION (F), BUFFER TRANSITION YARDS; PARAGRAPH (1)(A); AND AMENDING SECTION 26-186, DEVELOPMENT WITH OPEN SPACE DESIGN STANDARDS; SUBSECTION (I), DEVELOPMENT REQUIREMENTS; PARAGRAPH (7); SO AS TO PROVIDE AN EXCEPTION TO THE BUFFER TRANSITION YARD REQUIREMENTS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (f), Buffer Transition Yards; Paragraph (1); Subparagraph a.; is hereby amended to read as follows:

- a. Identify the proposed new or expanding land use and each existing adjacent land use. Identify the land use impact of each of these identified uses as set forth in Table VII-6 below. A ~~proposed~~ land use is considered existing on an adjacent property when a ~~building permit is issued plan has been approved by the Planning Department~~ for the use. If adjacent property is vacant, and no ~~building permit has been issued plan has been approved by the Planning Department~~ for its use, its use shall be determined by assigning it the highest level of impact in its zoning classification.

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Development with Open Space Design Standards; Subsection (i), Development Requirements; Paragraph (7); is hereby amended to read as follows:

- (7) Buffer Transition Yards: A twenty five foot (25') minimum, vegetated buffer transition yard is required along any lot line that abuts an existing residential use. Properties with a residential plan approved by the Planning Department are considered to have an existing residential use. Provided, however, this requirement does not apply when continuity exists by way of all of the following: the streets provide connectivity between developments, the developer is the same, and the parcels within the development are similar in lot size.

- a. *Location:* As set forth in Sections 26-176(f)(2)(a) and (b). Residential yards (front, side or rear) shall not apply towards buffer transition yards.
- b. *Buffer yard credits:* All existing healthy, mature trees retained in buffer areas, can be credited toward meeting the buffer yard requirements, upon determination that adequate screening is provided. This may require a field visit and determination by the Planning Department.
- c. *Buffer yard reductions:* Reductions of the minimum transition buffer yard widths are not permitted.
- d. *Buffer material specifications:* As set forth in Section 26-176(f)(7).

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

Monique McDaniels
Clerk of Council

Public Hearing: May 27, 2014
First Reading: May 27, 2014
Second Reading: June 3, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Acceptance of Loan Assistance Funds for Construction of a Portion of the Lower Richland Sewer Project **[PAGES 69-94]**

Notes

May 27, 2014 - The Committee recommended approval of the Resolution to accept the \$577,000 principal forgiveness loan as offered by the State Water Pollution Control Revolving Fund (SRF), and the execution of the loan assistance agreement.

Richland County Council Request of Action

Subject: Acceptance of Loan Assistance Funds for Construction of a Portion of the Lower Richland Sewer Project

A. Purpose

County Council is requested to approve a resolution to accept a \$577,000 Principal Forgiveness Loan from the State Water Pollution Control Revolving Fund and to authorize the execution of a Loan Assistance Agreement to be used toward the construction of a portion of the Lower Richland Sewer Project.

B. Background / Discussion

Richland County Council approved the funding plan and authorized staff to proceed with the development of the Lower Richland Sanitary Sewer Project of February 19, 2013. The funding plan as presented and approved contained the following:

<u>Project Funding Source</u>	<u>Funding Amount</u>
RD Loan	\$ 9,359,000
RD Grant	\$ 2,279,800
Tap Fee/Applicant Contribution	\$ 723,900
Other Fund (SRF Loan)	<u>\$ 575,000</u>
 Total Project Funding	 \$12,937,700

Upon further review of the project by the State Water Pollution Control Revolving Fund (SRF) representatives, SRF has agreed to commit \$577,000 toward the project as a principal forgiveness loan. A principal forgiveness loan is basically a grant by another name and does not require repayment of the loan funds by the recipient. The SRF funds are in high demand, so therefore the resolution (*Attachment 1*) to accept the funds and the loan assistance agreement (*Attachment 2*) must be executed by June 30, 2014, or these funds will not be available for the County project.

C. Legislative / Chronological History

- October 5, 2010 – Council approved project and Memorandum of Understanding (MOU) with the City of Columbia
- February 19, 2013 – Council approved the funding plan for the sewer system
- October 1, 2013 – Council awarded the engineering design contract for the project

D. Financial Impact

SRF has offered \$577,000 toward the completion of the project as a principal forgiveness loan. These funds combined with grant and loan funds from USDA Rural Development and customer tap fee revenue should fund the entire construction project.

E. Alternatives

1. Approve the resolution to accept the \$577,000 principal forgiveness loan as offered by SRF and authorize the execution of the loan assistance agreement.
2. Identify an alternate source of funding to finance the construction project.

F. Recommendation

"It is recommended that County Council approve the resolution to accept the \$577,000 principal forgiveness loan from SRF and authorize the execution of the loan assistance agreement."

Recommended by: Andy H. Metts Department: Utilities Date: 5/8/14

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While "Council Discretion" may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/15/14
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Grants

Reviewed by: Sara Salley Date: 5/16/14
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 5/16/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: This item was reviewed and approved by outside counsel (Frannie Heizer). Her additional comments:

Any changes in the project scope or budget must be approved by DHEC. There are a number of requirements in section 5 -7 which must be met in the procurement and construction process including Davis Bacon and American Iron and Steel. When the procurement process starts all of those requirements must be included. I suggest that Daniel Driggers take a look at section 3 about disbursements and section 11 about accounting and audits.

Administration

Reviewed by: Sparty Hammett Date: 5/19/14
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

RESOLUTION

AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN RICHLAND COUNTY AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County (the *“Project Sponsor”*) is a political subdivision duly created and existing under the laws of the State of South Carolina;

WHEREAS, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the *“Authority”*);

WHEREAS, the Fiscal Year 2012 Federal Appropriations Act (Public Law 112-74) requires the South Carolina Water Pollution Control Revolving Fund (the *“Fund”*) to provide additional subsidization (including subsidization which will not accrue interest and the principal of which will be forgiven) for wastewater infrastructure facilities;

WHEREAS, the Project Sponsor previously applied to the South Carolina Department of Health and Environmental Control (*“DHEC”*) for certain loan assistance monies (the *“Loan Assistance”*) to be made available to the Project Sponsor by the Authority in the form of a subsidization which will not accrue interest and the principal of which will be forgiven;

WHEREAS, the Project Sponsor was selected by DHEC to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the *“Loan Assistance Agreement”*); and

WHEREAS, based on approvals issued by DHEC, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Lower Richland Sewer System – Phase 1 Project described in Appendix A to the Loan Assistance Agreement (the *“Project”*).

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina (the *“Council”*), in a meeting duly assembled:

Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with all of the terms of the Loan Assistance Agreement, including requiring strict

compliance with all state and federal mandates set forth therein by any contractors performing work on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every term of the Loan Assistance Agreement.

Section 2. Approvals, Appropriations and Expenditures.

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

Section 3. Authorization of the Loan Assistance Agreement.

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the Chairman of County Council and shall be attested to by the Clerk of Council.

Section 4. Miscellaneous.

This Resolution shall be a contract between the Project Sponsor and the Authority, and shall be enforceable as such against the Project Sponsor.

ADOPTED, this ____ day of June, 2014.

RICHLAND COUNTY,
SOUTH CAROLINA

SEAL

By: _____

Its: _____

Attest:

By: _____

Its: _____

NIKKI R. HALEY, CHAIR
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL



HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE
COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS
COMMITTEE

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

STATE WATER POLLUTION CONTROL REVOLVING FUND
FY 2012 FEDERAL CAPITALIZATION GRANT
LOAN ASSISTANCE AGREEMENT PACKAGE
FOR
RICHLAND COUNTY

Re: Lower Richland Sewer System – Phase 1

Contents:

1. Information/Process to receive Loan Assistance in form of Principal Forgiveness
2. Draft Resolution
3. Loan Assistance Agreement

On behalf of the South Carolina Water Quality Revolving Fund Authority, the Office of Local Government, State Budget and Control Board is pleased to provide Richland County with this package of material for receiving Loan Assistance in the form of Principal Forgiveness from funds made available under the FY 2012 Federal Appropriations Act for the State Water Pollution Control Revolving Fund.

For further information or assistance contact:

Patricia A. Comp
Loan Programs Manager
Tel: (803) 737-3808
Fax: (803) 737-3807
compp@olg.sc.gov

May 7, 2014

Information and Process to Receive FY 2012 Loan Assistance

Resolution

- A Resolution is required to be adopted by the governing body of the Project Sponsor to authorize acceptance of the loan assistance and to designate the persons authorized to sign and attest the Loan Assistance Agreement (Agreement).
- The enclosed draft Resolution has been substantially individualized to the County and it assumes that the Chairman of County Council and the Clerk of Council will be designated to sign and attest the Agreement, which is to be attached to the Resolution as Exhibit A.
- It is recommended that the County's attorney review the enclosed draft Resolution and that it conform to the normal format and process used by Richland County for adoption of other resolutions. The draft Resolution is also being e-mailed with this package in Word format for your convenience.
- There should not be any material changes to the content of the draft Resolution, but, if such is proposed, it must be submitted to the Office of Local Government (OLG) via fax or e-mail for concurrence in advance of adoption.
- Notify OLG of the planned date of adoption as soon as it determined.
- Send to OLG, via fax or e-mail, copy of Resolution in the form it is to be presented to County Council at least 3 business days before adoption.
- Once adopted, sign Resolution in blue ink, affix seal, fax or PDF a copy of signed Resolution to OLG and mail original executed Resolution to OLG.

Loan Assistance Agreement

- Once the Resolution is adopted and received by OLG, we will mail two duplicate original Agreements for signature by the County. Please sign in blue ink and affix seal.
Note: If timing is an issue, we will mail the original Agreements in advance of the meeting, so they can be signed at the same time.
- Both original Agreements signed by the designated individuals with seal affixed are to be returned to OLG for signature. One completely executed original Agreement will be returned to the County.

Note: In addition to adopting the Resolution and executing the Agreement, the Project Sponsor must also receive all approvals needed from DHEC to award the construction contract to maintain eligibility for the loan assistance monies.

5/6/14

RESOLUTION

AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE CHAIRMAN OF COUNTY COUNCIL TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN RICHLAND COUNTY AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Richland County (the "*Project Sponsor*") is a political subdivision duly created and existing under the laws of the State of South Carolina;

WHEREAS, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the "*Authority*");

WHEREAS, the Fiscal Year 2012 Federal Appropriations Act (Public Law 112-74) requires the South Carolina Water Pollution Control Revolving Fund (the "*Fund*") to provide additional subsidization (including subsidization which will not accrue interest and the principal of which will be forgiven) for wastewater infrastructure facilities;

WHEREAS, the Project Sponsor previously applied to the South Carolina Department of Health and Environmental Control ("*DHEC*") for certain loan assistance monies (the "*Loan Assistance*") to be made available to the Project Sponsor by the Authority in the form of a subsidization which will not accrue interest and the principal of which will be forgiven;

WHEREAS, the Project Sponsor was selected by DHEC to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the "*Loan Assistance Agreement*"); and

WHEREAS, based on approvals issued by DHEC, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Lower Richland Sewer System – Phase 1 Project described in Appendix A to the Loan Assistance Agreement (the "*Project*").

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina (the "*Council*"), in a meeting duly assembled:

Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with all of the terms of the Loan Assistance Agreement, including requiring strict

compliance with all state and federal mandates set forth therein by any contractors performing work on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every term of the Loan Assistance Agreement.

Section 2. Approvals, Appropriations and Expenditures.

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

Section 3. Authorization of the Loan Assistance Agreement.

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the Chairman of County Council and shall be attested to by the Clerk of Council.

Section 4. Miscellaneous.

This Resolution shall be a contract between the Project Sponsor and the Authority, and shall be enforceable as such against the Project Sponsor.

ADOPTED, this ____ day of June, 2014.

RICHLAND COUNTY,
SOUTH CAROLINA

SEAL

By: _____

Its: _____

Attest:

By: _____

Its: _____

LOAN ASSISTANCE AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

RICHLAND COUNTY

Dated

June __, 2014

relating to

Lower Richland Sewer System -- Phase 1

South Carolina Water Pollution Control Revolving Fund

FY 2012 Federal Capitalization Grant

Loan Assistance Number: F1-12-574-20

No. __ of Two Executed Original Counterparts

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LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the ___ day of June, 2014, (the "*Effective Date*") between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*"), and RICHLAND COUNTY, a political subdivision of the State of South Carolina (the "*Project Sponsor*").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "*Act*") to administer the South Carolina Water Pollution Control Revolving Fund (the "*Fund*") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the Department of Health and Environmental Control (the "*Department*") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Fiscal Year 2012 Federal Appropriations Act ("*Public Law 112-74*") requires the Fund, identified therein as the Clean Water State Revolving Fund, to provide additional subsidization for wastewater infrastructure facilities; and

WHEREAS, the Act, as amended May 28, 2010, authorizes the Authority to fully implement all requirements of Public Law 112-74 for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "*Project*"), which Project will be part of the Project Sponsor's sewer system (the "*System*"); and

WHEREAS, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from Public Law 112-74 appropriations granted to the State of South Carolina (the "*State*") for the Fund subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the "*Loan Assistance*"), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.
2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.
3. Disbursements.
 - (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.
 - (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.
 - (c) The Authority will exert its best efforts to mail its check within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.
 - (d) All disbursements shall be provided by the Authority in the form of a check mailed to the Project Sponsor.
 - (e) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.
4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.
- (a) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)
 - (i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan Assistance funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.
 - (ii) The Project Sponsor shall not be debarred for noncompliance with Federal Law and shall not award contracts to any firm that has been debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.
 - (iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.
 - (iv) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).
 - (v) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables; if the amount of the contract or subcontract is in excess of \$10,000.
 - (vi) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
 - (b) Davis-Bacon and Related Acts, as required by Public Law 112-74, certifying that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts. See Attachment #1 herein.
 - (c) All applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.
 - (d) Guidance Packages for: (i) Bidding and Award of Construction Contracts; (ii) Federal Requirements for the SRF Program; and (iii) Construction Contracts in the SRF Program.
 - (e) "American Iron and Steel" provisions, as set forth in the 2014 Appropriations Act (PL 113-76, Section 426) and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.
7. Contract Award, Construction Inspection and Completion.
 - (a) The Project Sponsor shall not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.
 - (b) The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms to the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.
 - (c) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.
 - (d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.
8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).
9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.
10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, Davis-Bacon certifications and associated support documentation, certified payroll records, procurement records, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.
11. Accounting and Auditing.
 - (a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).
 - (b) Within nine (9) months after the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Department's Office of Internal Audits at 2600 Bull Street, Columbia, South Carolina, 29201, an annual financial audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto. An audit, as required by OMB Circular No.

A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.
13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation, under construction, or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.
14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts or engineering agreements affecting the Project and its operation.
15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project. The Project Sponsor agrees that no date reflected in this Agreement, or in the Project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES permit. It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.
16. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or construction.
17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.
18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.
19. Complete Agreement. This Agreement contains Appendices "A", "B", "C" and "D", Attachment # 1, and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.
20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

Richland County
Utilities Department
7525 Broad River Road
Irmo, South Carolina 29063

Attention: Director of Utilities

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Budget and Control Board
1200 Senate Street
453 Wade Hampton Building
Columbia, South Carolina 29201

Attention: Patricia A. Comp

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

RICHLAND COUNTY

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Ashlie Lancaster, Interim Director,
Office of Local Government,
South Carolina Budget and Control Board

SCOPE OF WORK

Project Sponsor: Richland County
Project Name: Lower Richland Sewer System – Phase 1
Loan Assistance Number: F1-12-574-20

Project consists of Lower Richland County Sewer System Project – Phase 1. Phase 1 consists of providing sewer service to the Lower Richland County area encompassing the Hopkins Community, Franklin Park Subdivision, Hopkins Middle School, Hopkins Elementary School, Garners Ferry Road Corridor, Manchester Farms, and McEntire Joint National Guard Base. Infrastructure improvements to consist of approximately 23,000 linear feet (LF) of gravity sewer lines, approximately 76 manholes, five (5) new sewer pump stations, one (1) existing sewer pump station upgrade, approximately 95,000 LF of sewer force main, and all necessary appurtenances. The Project will create a new sewer system that collects and conveys wastewater from the Lower Richland County area to the Richland County Wateree River Waste Water Treatment Facility (NPDES # SC0047911).

PROJECT BUDGET

Project Sponsor: Richland County
 Project Name: Lower Richland Sewer System – Phase 1
 Loan Assistance Number: F1-12-574-20

<u>ITEM</u>	<u>LOAN ASSISTANCE FUNDS</u>	<u>RD GRANT & LOAN</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL PROJECT COSTS</u>
Legal and Appraisal Fees		\$25,000		\$25,000
Planning and Design Engineering		587,900		587,900
Land & Rights-of-Way		92,000		92,000
Construction	577,000	8,904,700		9,481,700
Construction Contingency		948,200		948,200
Construction Inspection and Engineering		275,000		275,000
City of Columbia Fees		804,000	41,600	845,600
RD Debt Service 24 Months	_____	_____	<u>682,300</u>	<u>682,300</u>
TOTAL	\$577,000	\$11,636,800	\$723,900	\$12,937,700

APPENDIX "B"

Page 1 of 1

LOAN ASSISTANCE

Project Sponsor: Richland County
Project Name: Lower Richland Sewer System – Phase 1
Loan Assistance Number: F1-12-574-20

Loan Assistance Amount: \$577,000

Loan Amount:	\$577,000
Less Principal Forgiveness:	\$577,000
Net Amount for Repayment:	\$ 0

APPENDIX "C"

Page 1 of 2

Project Sponsor: Richland County

Loan Assistance Number: F1-12-574-20

PROCUREMENT REQUIREMENTS

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 - 1. Local newspapers of general circulation.
 - 2. MBE/WBE publications.
 - 3. Statewide or regional newspapers of general circulation.
 - 4. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. Follow, and require the prime contractor to follow, the "Good Faith Efforts" to aid in meeting Disadvantaged Business Enterprise (DBE) requirements.
 - K. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
 - L. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - M. After bid opening, provide the Department with the following:
 - 1. Project Construction Summary Form (DHEC Form #3589).
 - 2. A certified copy of the advertisement with date(s) of publication.
 - 3. A copy of the Project Sponsor's Bidders List.
 - 4. Detailed bid tabulation certified by Project Sponsor's engineer.
 - 5. Proposal of successful bidder(s).
 - 6. Bid Bond with associated Power of Attorney.
 - 7. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 - 8. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
 - 9. Davis-Bacon wage rate(s) used in bidding the project.

C-1

APPENDIX "C"

Page 2 of 2

10. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
 11. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
 12. A copy of the prime contractor's Bidders List.
 13. Prime Contractor's Subagreement Certification (DHEC Form #3591).
 14. DBE Program Subcontractor Utilization Form (EPA Form 6100-4) from the prime contractor(s).
 15. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
 16. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
 17. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.
 18. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- N. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
 - D. Monthly Construction Inspection Reports.
 - E. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - F. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

5/6/14

APPENDIX "D"

Page 1 of 1

SPECIAL CONDITIONS

Project Sponsor: Richland County
Project Name: Lower Richland Sewer System – Phase 1
Loan Assistance Number: F1-12-574-20

The SRF will withhold 5% of the Loan Assistance funds for the final draw request, which cannot be approved until the Department's final Approval to Place Into Operation has been issued by the DHEC Region Engineer.

The Project Sponsor will construct all necessary collection sewer lines, pumping facilities, force main lines and appurtenances to connect the Franklin Park Subdivision to the Richland County Wateree River Wastewater Treatment Facility (NPDES # SC0047911).

**Davis-Bacon Wage Rates Under FY 2012 Federal Appropriations Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the FY 2012 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

ATTACHMENT #1
Page 2 of 2

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

Richland County Council Request of Action

Subject

Emergency Services Purchase Orders for 2014-2015 [**PAGES 95-97**]

Notes

May 27, 2014 - The Committee recommended approval of the purchase orders and contracts to have uninterrupted service beginning July 1, 2014.

Richland County Council Request of Action

Subject: Emergency Services Purchase Orders for 2014-2015 ESD 05072014

A. Purpose

The purpose of this request is to obtain Council’s approval to award purchase orders and contracts for services in the 2014-2015 budget year. These services are required for the operations of the Emergency Services Department. The purchase order and contract approvals are subject to Council’s adoption of the 2014-2015 budget.

B. Background / Discussion

Each division in the Emergency Services Department uses vendors to provide products and services for operations. It is necessary to approve purchases and agreements and have them in place July 1, 2014, so that service will not be interrupted at the start of the new budget year. The implementation of the purchase orders and contracts are subject to available funding in the budget County Council approves for year 2014 / 2015. EMS uses hundreds of different medical items which will be secured through competitive bidding. Not all medical vendors will be awarded contracts for the amounts listed below. Once the pricing for various pieces of equipment and supply items are determined through the bidding process, the exact amounts awarded to each vendor will be determined. Each vendor will be awarded different amounts, so the amounts listed below are “not to exceed” amounts.

Purchase orders, contracts and vendors that exceed, or may exceed \$100,000 during the year are:

VENDOR	SERVICE	ESTIMATED AMOUNT
City of Columbia	EMS/ESD Diesel & Gasoline	\$ 450,000
Phillips Medical	Service, EKG Monitors & Supplies	\$ 100,000
Taylor Made Ambulance	Ambulance Vehicles	\$1,700,000
Motorola	EMS/Radio Service	\$ 150,000
Motorola	ESD/911 Equip.Service Agreements	\$ 650,000
Motorola	ETS/911 Consoles/System Upgrade	\$1,500,000
Motorola	FIRE Radio Service	\$ 200,000
Motorola	ADMIN/ETS Radio Service	\$ 100,000
Bound Tree Medical	Medical Equipment and Supplies	\$ 150,000
Henry Schein Medical	Medical Equipment and Supplies	\$ 150,000
Southeastern Medical	Medical Equipment and Supplies	\$ 150,000
Kentron Medical	Medical Equipment and Supplies	\$ 150,000
Bound Tree Medical	Medical Equipment and Supplies	\$ 150,000
Quad Med Medical	Medical Equipment and Supplies	\$ 150,000
MMS Medical	Medical Equipment and Supplies	\$ 150,000

C. Legislative / Chronological History

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

D. Financial Impact

Funding is included in the 2014 / 2015 budget request presented to Council. The purchase orders and contracts will be activated July 1, 2014 if funding is approved in the 2014 / 2015 budget

E. Alternatives

1. Approve the purchase orders and contracts to have uninterrupted service beginning July 1, 2014.
2. Do not approve the purchase orders and contracts.

F. Recommendation

It is recommended that Council approve the purchase orders and contracts for services, contingent on the 2014-2015 budget, so there will not be an interruption of these mission essential supplies and services at the beginning of the new budget year.

Report by Michael A. Byrd, Director of Emergency Services. May 7, 2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommended approval contingent upon funding level appropriated in the FY15 budget. As a note, FY15 PO’s are not available to be entered into the system until the end of June

Procurement

Reviewed by: Christy Swofford

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/9/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Department of Public Works - South Paving Contract Change Order Four [PAGES 99-104]

Notes

May 27, 2014 - The Committee recommended approval of Change Order four in the amount of \$110,655.00 for the South Paving contract to Cherokee, Inc.

Richland County Council Request of Action

Subject: Department of Public Works - South Paving Contract Change Order Four

A. Purpose

County Council is requested to approve Change Order four (CO4) in the amount of \$110,655.00 for the South Paving contract to Cherokee, Inc.

B. Background / Discussion

The South Paving Contract was awarded to Cherokee Inc. on August 19, 2013 in the amount of \$1,069,361.50 with a ten (10%) percent contingency (\$106,936.00), which brings the total to \$1,176,297.50 for the project.

The following dirt roads are part of the South paving contract (Districts 10 and 11):

- Adams Jackson Road
- Bill Street
- Burdock Court
- Phoenix Court (Formerly Edward Court)
- Jay Street
- Lakin Road
- Pincushion Lane
- Tennessee Avenue
- Seabrook Avenue
- Short Way
- South Evans Street
- Third Street
- Wilson Nixon Road

To date, Public Works has approved changes orders one – three totaling \$5,416.00. Change order four is in the amount of \$110,655.00 and is for unforeseen conditions Cherokee has encountered in the field. There have been several roads on the contract that have had to have unsuitable material excavated, new good borrow material brought in, as well as the installation of under drains on some of the roads. Most of this is caused by the wet soils Cherokee is encountering once they dig into the existing hard riding surface on the roads. This change order would bring total project budget up to \$1,185,432.50, which is \$9,129.50 more than the current budget.

This project is being funded by “C” funds allocated by the County Transportation Committee (CTC) and programmed by the SC Department of Transportation. The available funding for this project is \$1,176,297.50 at this time. The CTC has given preliminary approval for an additional \$50,000 for this project to cover this and any additional overruns.

C. Legislative / Chronological History

- Initial ROA to award Engineering Services to Jordan, Jones and Goulding for the South Paving Project was dated July 13, 2004.
- The bidding of the project was delayed several times.
- The project was bid on April 5, 2007 with a low bid of \$1,055,278.64 from Sloan Construction Company.
- On May 1, 2007, Council approved the award of the contract, as well as removed one road and added several others.
- Richland County received an updated bid from Sloan on July 13, 2007.
- In late 2007, the CTC told Richland County that the CTC had expended all of their available funding, and this project was put on hold.
- In early 2010, the CTC stated that they had the funding and Richland County could proceed with the South Contract.
- In late 2010, Richland County started the rebidding process.
- On January 24, 2012, the South Paving project was re-bid with a low bid of \$814,287.00 from RTL Grading.
- An ROA was prepared and forwarded to D&S on February 28, 2012 with a recommendation to award to RTL Grading.
- Council approved the contract to RTL Grading at the March 6, 2012 Council Meeting.
- On April 26, 2012, Richland County received a letter from RTL withdrawing their bid because it had not been awarded within 90 days.
- September 13, 2012, the project was bid again with a low bid of \$1,069,361.50 from Cherokee, Inc.

D. Financial Impact

There is no financial impact on the County. The contract is funded with “C” funds allocated by the CTC and programmed by the South Carolina Department of Transportation (SCDOT). They have allocated and funded \$1,176,297.50 for the construction of the South Paving Project. We have requested and have been given preliminary approval for additional funding in the amount of \$50,000.00, which would bring the total budget to \$1,226,297.50

E. Alternatives

1. Approve Change Order four in the amount of \$110,655.00.
2. Do not approve Change Order four in the amount of \$110,655.00.

F. Recommendation

It is recommended that County Council approve Change Order four in the amount of \$110,655.00 for the South Paving contract

Recommended by: Ismail Ozbek

Department: Public Works

Date: 5/08/2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 5/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

CHANGE ORDER

RICHLAND COUNTY
 Department of Public Works
 Engineering Division
 400 Powell Road
 Columbia, S.C. 29203

Order No: 04

Contract No: RC-CN-521-1112

Project: SOUTH PAVING

Contractor: CHEROKEE CONSTRUCTION

The following changes are hereby made to the CONTRACT DOCUMENTS:

Item	Description	Add	Delete	Unit Price	Contract Increase	Contract Decrease
	4" Underdrain (L.F.)	775		\$23.00	17,825.00	
	Borrow Material (CY)	3011		\$20.00	60,220.00	
	Muck Excavation (CY)	3011		\$10.00	30,110.00	
	Traffic Control (EA)	1			2,500.00	
Totals						
Net Contract Increase / Decrease						
					-\$0.00	\$0.00
					\$110,655.00	

CHANGE TO CONTRACT VALUE:

Original Contract Price:	\$1,069,361.50
Current Contract Price adjusted by previous change orders:	\$1,074,777.00
The contract price will be increased by:	\$110,655.00
decreased by:	
due to this change	
The new Contract Price (including this change order) will be:	VALUE \$1,185,432.00

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased / decreased by: _____ Calendar Days

The new date for completion of all work will be: _____

Requested By: _____ Date: _____

Recommended By (Engineer): *Timothy D. Smith* Date: 3/24/14

Recommended By (COR for Richland Co.): _____ Date: _____

Accepted By (Contractor): *[Signature]* Date: 3/24/14

Accepted By (Richland County): _____ Date: _____

Richland County Council Request of Action

Subject

South Paving Project Construction Administration [**TO TABLE**] [**PAGES 105-113**]

Notes

May 27, 2014 - The Committee forwarded this item to Council with a recommendation to table.

Richland County Council Request of Action

Subject: South Paving Project Construction Administration

A. Purpose

County Council is requested to approve the Scope Amendment submitted by Baker in the amount of \$55,872.63 for the South Paving Project Construction Administration.

B. Background / Discussion

The South Paving Project was awarded to Cherokee Inc. on August 19, 2013 for the paving of fourteen (14) dirt roads in Council Districts 10 and 11. The construction schedule was for 270 calendar days. The original Engineer for this project (Jordan, Jones and Goulding) merged with Jacobs Engineer in 2010. Jacobs closed their Columbia, SC office in 2012, placing the closest office to us as Atlanta, Ga. After several discussions with Jacobs about the inspection portion of their contract, it was agreed upon by Richland County and Jacobs to end Jacobs's services after the project was bid. Public Works then advertised the Construction Administration portion of the South Paving Project in early 2013. Baker was awarded the project for a fee of \$61,677.02 with a notice to proceed dated 5/6/13.

During the construction of the South Paving Project, Cherokee was provided a Contract Change Order for the construction of the first ten (10) fast track roads for the Low Volume Paving Project. The contract change order extended Cherokee's original contract, which in turn, extended Baker's Construction Administration portion of the South Paving Job by default. During this time, Cherokee has been working on both projects.

Baker and Richland County met in March to discuss the contract extension timeframe, and Baker submitted a scope amendment in the amount of \$55,842.63 for a six (6) month extension. This fee is based on an estimated time frame and could be reduced depending on how quick the remaining roads in the South Paving Project are paved.

C. Legislative / Chronological History

- May 6, 2013 - South Paving Project Contract Administration awarded to Baker
- August 19, 2013 - South Paving Project awarded to Cherokee, Inc.
- October 28, 2013 – Contract Change Order awarded to Cherokee for the Low Volume Paving Project
- May 2014 – Requesting Approval for a Scope Amendment to Baker's original contract in the amount of \$55,872.63

D. Financial Impact

The South Paving Project is funded by the County Transportation Committee (CTC). The increased cost will still be funded by them. Public Works meet with the CTC on Tuesday, April 22, 2014 and received preliminary approval for this work.

E. Alternatives

1. Approve the request to amend Bakers current contract in the amount of \$55,872.63.
2. Do not approve the request to amend Bakers current contract in the amount of \$55,872.63.

F. Recommendation

It is recommended that Council approve the request to amend Bakers current contract in the amount of \$55,872.63

Recommended by: Ismail Ozbek Department: Public Works Date: May 6, 2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/12/14
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 5/12/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 5/14/14
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend approval of the request to amend Baker’s current contract to a not to exceed amount of \$55,872.63.



**Contract Administration and Construction Observation
Professional Services Fee
RICHLAND COUNTY SOUTH PAVING PROJECT
Solicitation #RC-015-P-1213**



CHANGE ORDER REQUEST #1

THIS LUMP SUM FEE PROPOSAL IS BASED ON THE FOLLOWING:
 1) **ADDITIONAL 180 CALENDAR DAYS TO THE ORIGINAL 270 CALENDAR DAY CONSTRUCTION DURATION FOR A TOTAL CONSTRUCTION DURATION OF 453 CALENDAR DAYS**
 2) **SHOULD THE TOTAL CONSTRUCTION DURATION EXCEED 453 CALENDAR DAYS, CONSULTANT RESERVES THE RIGHT TO NEGOTIATE FOR ADDITIONAL FEE TO INCLUDE LABOR, OVERHEAD, PROFIT AND DIRECT PROJECT COSTS**
 3) **PART-TIME INSPECTION PROVIDED FOR ALL NON-ESSENTIAL PORTIONS OF PROJECT**
 4) **FULL-TIME INSPECTION PROVIDED FOR ALL ESSENTIAL PORTIONS (i.e. PAVING) OF THE PROJECT**

<u>Position</u>		<u>Regular / Premium Direct Labor</u>
BAKER CA & CO Labor	\$	17,021.97
BAKER CA & CO Overhead	\$	21,880.04
OLH CA & CO Labor	\$	3,063.74
OLH CA & CO Overhead	\$	3,642.47
Subtotal	\$	45,608.23
Profit	\$	4,560.82
Premium Overtime	\$	-
TOTAL CA & CO	\$	50,169.05

PROJECT DIRECT EXPENSES

BAKER Direct Expenses	\$	4,603.03
OLH Direct Expenses	\$	1,100.55
TOTAL DIRECT EXPENSES	\$	5,703.58

AGREEMENT COSTS AND FEES SUMMARY

Contract Administration & Construction Observation Labor	\$	50,169.05
Home Office Support Labor	\$	-
Project Direct Expenses	\$	5,703.58

TOTAL COSTS AND FEES:	\$	55,872.63
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DBE % of TOTAL COSTS AND FEES:	15.17%
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**Contract Administration and Construction Observation
Professional Services Fee
RICHLAND COUNTY SOUTH PAVING PROJECT
Solicitation #RC-015-P-1213**

Unher

**SUMMARY
CHANGE ORDER #1**

FEE BASED UPON 180 CALENDAR DAY CONSTRUCTION DURATION

MICHAEL BAKER JR., INC.

FIELD OVERHEAD RATE	128.50%						
HOME OFFICE OVERHEAD & PCCM RATE	██████████						
	Direct Regular Labor Home Office	Direct Regular Labor Field Office	Direct Premium Labor Field Office	Directs	Vehicles	Mileage / Travel	Subistence
	\$ -	\$ 17,021.97	\$ -	\$ 186.54	\$ 4,416.49	\$ -	\$ -
TOTAL DIRECT SALARY (DS)	\$ -	\$ 17,021.97	\$ -				
OH x DS	\$ -	\$ 21,880.04					
OH NET FEE	\$ -	\$ 3,800.20					
TOTAL	\$ -	\$ 42,792.22	\$ -	\$ 186.54	\$ 4,416.49	\$ -	\$ -
							\$ 47,395.25

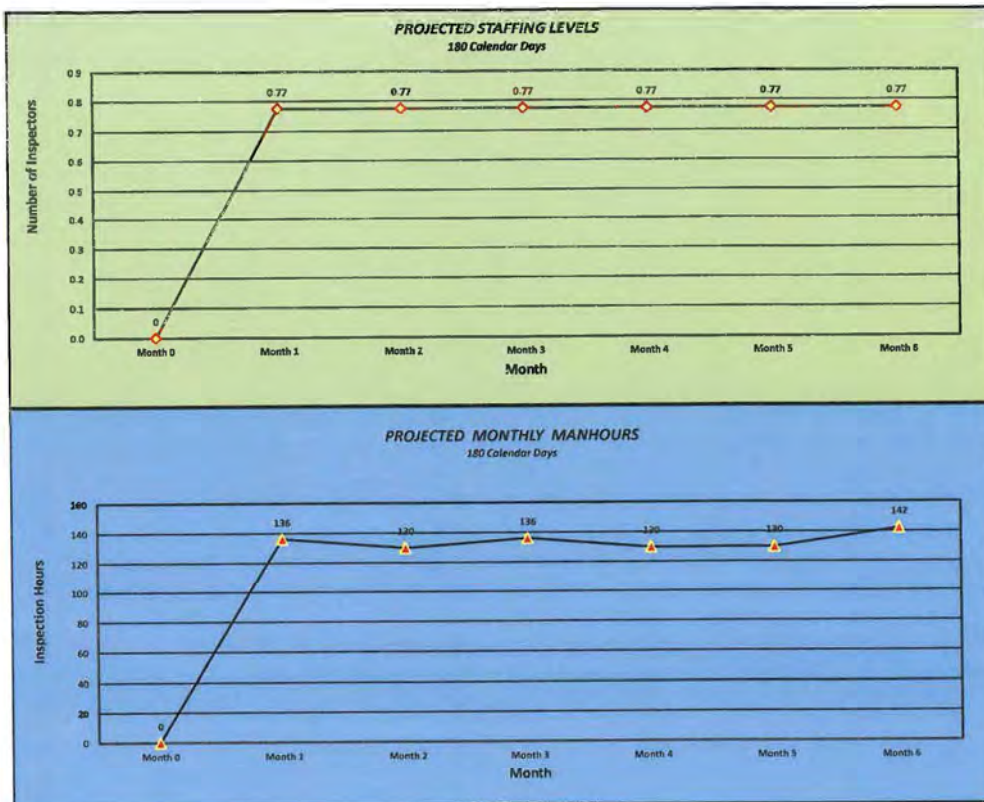
OLH, INC.

FIELD OVERHEAD RATE	116.80%						
HOME OFFICE OVERHEAD & PCCM RATE	██████████						
	Direct Regular Labor Home Office	Direct Regular Labor Field Office	Direct Premium Labor Field Office	Directs	Vehicles	Mileage / Travel	Subistence
	\$ -	\$ 3,063.74	\$ -	\$ 56.55	\$ 1,044.00	\$ -	\$ -
TOTAL DIRECT SALARY (DS)	\$ -	\$ 3,063.74	\$ -				
OH x DS	\$ -	\$ 3,642.47					
OH NET FEE	\$ -	\$ 678.62					
TOTAL	\$ -	\$ 7,375.83	\$ -	\$ 56.55	\$ 1,044.00	\$ -	\$ -
							\$ 8,477.38

TOTAL CONTRACT ADMINISTRATION & CONSTRUCTION OBSERVATION SERVICES	\$ 55,872.63
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**Contract Administration and Construction Observation
Professional Services Fee
RICHLAND COUNTY SOUTH PAVING PROJECT
Solicitation #RC-015-P-1213
CHANGE ORDER #1
MANPOWER CHARTS**





Contract Administration and Construction Observation
Professional Services Fee
RICHLAND COUNTY SOUTH PAVING PROJECT
Solicitation #RC-015-P-1213
CHANGE ORDER #1
MONTHLY STAFFING PROJECTIONS

Baker

STAFFING PER MONTH TITLE	MONTH COUNT FIRM	Month 0 STAFF	Month 1 STAFF	Month 2 STAFF	Month 3 STAFF	Month 4 STAFF	Month 5 STAFF	Month 6 STAFF
Project Manager	Baker	0	0.012	0.012	0.012	0.012	0.012	0.012
Administrative Asst.	Baker	0	0.012	0.012	0.012	0.012	0.012	0.012
Roadway Inspector	Baker	0	0.50	0.50	0.50	0.63	0.75	0.75
Roadway Inspector	DLH	0	0.25	0.25	0.25	0.12	0.00	0.00
		0	0.77	0.77	0.77	0.77	0.77	0.77



Contract Administration and Construction Observation
 Professional Services Fee
 RICHLAND COUNTY SOUTH PAVING PROJECT
 Solicitation #RC-015-P-1213



LABOR PROJECTIONS
 CHANGE ORDER #1

MONTHLY LABOR HOUR SUMMARY

TITLE	TASK	PROJECTED HOURS	MONTH COUNT						TOTAL HOURS	Hourly Rate	OT	Regular Hours	Direct Salary	OT Hours	Premium Direct	
			Month 0	Month 1	Month 2	Month 3	Month 4	Month 5								Month 6
Project Manager	Contract Administration	REG	0	2	2	2	2	2	2	12	\$ 74.10	\$ -	12	\$ 889.16	0	\$ -
Baker			0	0	0	0	0	0	0	0					\$ -	\$ -
	TOTAL		0	2	2	2	2	2	2	12						
Administrative Asst.	Contract Administration	REG	0	2	2	2	2	2	2	12	\$ 20.89	\$ 10.35	-12	\$ 250.24	0	\$ -
Baker			0	0	0	0	0	0	0	0					\$ -	\$ -
	TOTAL		0	2	2	2	2	2	2	12						
Roadway Inspector	Essential	REG	0	0	0	0	0	0	0	0	\$ 25.20	\$ 12.80	630	\$ 15,674.55	0	\$ -
Baker	Essential	REG	0	30	34	37	36	25	36	630					\$ -	\$ 369.84
	TOTAL		0	30	34	37	36	25	36	630						
Roadway Inspector	Essential	REG	0	0	0	0	0	0	0	0	\$ 20.42	\$ 10.21	150	\$ 3,063.74	0	\$ -
OLH	Essential	REG	0	44	42	44	20	0	0	150					\$ -	\$ -
	TOTAL		0	44	42	44	20	0	0	150						
TOTAL HOURS / MONTH			0	136	130	136	130	130	142	804				\$ 20,085.71	\$ -	\$ -

NOTES



Contract Administration and Construction Observation
Professional Services Fee
RICHLAND COUNTY SOUTH PAVING PROJECT
 Solicitation #RC-015-P-1213



DIRECT COSTS

VEHICLES / CELL PHONE COST SUMMARY													
TITLE	MONTH COUNT	Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	TOTAL MONTHS	VEHICLE ALLOWANCE	PHONE COST	TOTAL VEHICLE	TOTAL CELL PHONE
Project Manager	Baker	0	0.012	0.012	0.012	0.012	0.012	0.012	0.07	\$1,193	\$70	\$65.90	\$5.04
Administrative Asst.	Baker	0	0	0	0	0	0	0	0.00	\$0	\$0	\$0	\$0
Roadway Inspector	Baker	0	0.50	0.50	0.50	0.63	0.75	0.75	3.63	\$1,193	\$50	\$4,330.59	\$181.50
Roadway Inspector	OLH	0	0.25	0.25	0.25	0.12	0.00	0.00	0.87	\$1,200	\$65	\$1,044	\$56.55
TOTALS		0.00	0.76	0.76	0.76	0.76	0.76	0.76	4.57			\$5,480.49	\$243.09

Richland County Council Request of Action

Subject

Architectural/Engineering Services for New Coroner's Facility [**PAGES 114-117**]

Notes

May 27, 2014 - The Committee recommended approval of the request to enter into a contract with GMK Associates in an amount not to exceed \$129,800.

Richland County Council Request of Action

Subject: Architectural/Engineering Services for New Coroner's Facility

A. Purpose

County Council is requested to approve a contract with GMK Associates in an amount not to exceed \$129,800 to provide Architectural and Engineering services for the renovation of the new Coroner's Facility.

B. Background / Discussion

Due to the ever growing needs of the Coroner's Office and the services provided, a new facility is needed to ensure continued efficiency. The Richland County Coroner's Office is currently located at 1931 Pineview Drive. As operations have grown over the years, the expanded services have exceeded the space currently allotted to the Coroner. The 2013 General Obligation Bond provided \$2,500,000 for the purchase of property, design of the new space and renovation of the facility to meet the current and future need.

To date, approximately 4 acres of property at 6300 Shakespeare Road have been purchased. In addition to the land, the property features a 19,600 square foot single story metal frame and masonry facility which is proposed to house the Coroner's new operation. Sub surface, mold and asbestos reports and remediation have already occurred on the property ensuring that this facility is ready for any renovations that are to take place.

The intent of this ROA is to secure a contract with GMK Associates in an amount not to exceed \$129,800 to provide architectural and engineering services for the Coroner's Facility. These services include design of the project from programming through final design preparing project plans, specifications, contract documents for bidding, and providing contract administration services during the construction phase. During the construction phase, this firm will review shop drawings, request for information on the contract documents, change order evaluation and, if necessary, modify design elements of the facility.

GMK Associates has shown in their proposal that they have the experience required to design a Coroner's facility. This experience is represented through the multitude of hospital, clinic and hospice facilities that they have previously designed. Different than the other proposers, GMK Associates has experience specific to morgue facility construction and renovations. What stands out the most about GMK Associates is the number of clients for which they have completed multiple projects. For instance, they have worked with Palmetto Memorial Hospital for more than 20 years and completed 70 individual projects in that time. Of most importance, GMK Associates has over 30 years' experience working with Richland County, which has allowed them to understand how the County functions and what the expectations will be on this project.

In addition to previous design experience, it is also important that the selected firm involve a project team that is equally qualified. GMK Associates has included team members which have no less than 10 years' experience working for the respective firm. This is hard to find as many architects and engineers bounce around to multiple design firms. Additionally, the principle architect that has been designated to this project has over 34 years of experience. Most of the

design work for this firm will be done in-house, meaning less need for sub-consultant work which reduces any coordination issues that may arise.

C. Legislative / Chronological History

- The 2013 General Obligation Bond provided \$2,500,000 for the purchase of property, design of the new space and renovation of the facility to meet the current and future need.

D. Financial Impact

Through the 2013 General Obligation Bond, Council designated \$2,500,000 to be used towards the purchase, design and construction/renovation of a new facility for the Coroner. Following is a preliminary total project cost estimate which includes the design contract amount for this ROA (*italicized*):

Property Purchase	\$650,000
Demolition	\$46,000
<i>Design</i>	<i>\$129,800</i>
Construction	\$1,648,400
Project Total	\$2,474,200

Funds for this request are available in the 2013 GO Bond. No new funds are needed.

E. Alternatives

1. Approve the request to enter into a contract with GMK Associates in an amount not to exceed \$129,800.
2. Do not approve the recommendation to enter into a contract with GMK Associates. If this alternative is chosen, design services will need to be re-solicited losing valuable time on this project. A total re-solicitation process could take up to an additional 3 months when considering the time required to follow the procurement process and then Council approval process.

F. Recommendation

It is recommended that Council approve the request to enter into a contract with GMK Associates in an amount not to exceed \$129,800 to provide Architectural and Engineering services for the renovation of the new Coroner’s Facility. Funds for this request are available in the 2013 GO Bond. No new funds are needed.

Recommended by: Chad Fosnight Department: Administration Date: 5/1/2014

G. Reviews

Finance

Reviewed by Daniel Driggers:

Date: 5/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Request is consistent with Council’s previous approval for project cost.

Procurement

Reviewed by: Christy Swofford
✓ Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

Coroner

Reviewed by: Gary Watts
✓ Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval
Comments regarding recommendation: Policy decision left to Council's discretion.

Date: 5/14/14
 Recommend Council denial

Administration

Reviewed by: Roxanne Ancheta
✓ Recommend Council approval
Comments regarding recommendation: It is recommended that Council approve the request to enter into a contract with GMK Associates in an amount not to exceed \$129,800 to provide Architectural and Engineering services for the renovation of the new Coroner's Facility. Funds for this request are available in the 2013 GO Bond. No new funds are needed.

Date: May 14, 2014
 Recommend Council denial

Richland County Council Request of Action

Subject

Printing and Mailing Operations [**PAGES 118-124**]

Notes

May 27, 2014 - The Committee recommended approval of the request to allow the Central Services Division to remain part of the Support Services team for FY15, while simultaneously continuing our review and cost improvement plan for our current printing and mail processes. Staff will bring the review back to Council for review, recommendation, and action in the FY 16 budget process.

Richland County Council Request of Action

Subject: Printing and Mailing Operations

A. Purpose

The purpose of this ROA is to provide information relating to the current operations of Central Services, as well as planned improvements. Staff also requests direction from Council regarding Mr. Washington's motion.

B. Background / Discussion

Central Services furnishes multiple operational tasks to the County through the processing of mail, printing of documents, and other deliveries throughout the county.

Because of a previous Public Works audit, the Department of Support Services was created and composed of multiple existing divisions, including Central Services, which shared like missions. These divisions support the county's departmental missions by providing support and management for the internal infrastructure required by all county operations. For example, Facilities Management provides a safe, efficient work environment; Fleet Management provides safe and efficient equipment and vehicles; and Central Services provides all in-house hard mail communications processing and printing of documents and forms utilized county-wide. All of these services support the citizens by supporting the basic needs of all county employees, allowing them to complete their missions of working directly with the citizens and providing all services offered by the county.

The current printing equipment in Central Services was manufactured in the mid 1990's and utilizes printing plates used on the printing press for transferring the image to the paper. This process does not allow for embossing (raised impressions) or debossing (depressed impressions) of documents. This process can also only duplicate the image that is engraved on the plate and cannot produce documents that require differing data from one document to the next, such as billing or receipt information requirements. What our process does allow is for printing of multi-page non-carbon documents, and standard documents and forms used by many departments within the county. 50% of the work is the processing of the various styles and sizes of envelopes with the return address requested by the department printed on them. We have recently upgraded our ability to produce printed, non-envelope products through the new digital copier/printer that was recently upgraded when the county renewed its agreement with the Pollock Company. We are working on a process for departments to send digital files for their short run printing needs, thereby removing the time and cost spent on creating a printing plate. This process allows us to produce these documents, fliers, pamphlets, etc. much more efficiently, but is not designed as a printing operation and does not have the speed / ability to run high volumes of documents efficiently. This process also only has the ability to create a standard printed product and does not allow for embossing or debossing, but allows for review and adjustments while still in digital format before producing the end product or spending many hours making printing plates. Depending on the document, the Public Information Office (PIO) oftentimes reviews it for content, format, etc. before going to print. As we move towards this technology, we will need to evaluate the quality desired and upgrade the equipment to allow us to comply with these requirements.

There are documents that are outsourced due to the individual specific processing operations required to get the document ready to mail, such as tax related documents where each one has specific recipient information. These are then mailed from the printing company and the county receives bulk postage rates due to the printing company's mail volumes. There are also areas where our current process is comparable in production cost, but not efficiency. This is generally found in the multipage NCR (No Carbon Required) documents, as each page is printed independently. Printing these on a digital process will require a greater investment in material processing equipment, but the positives will be the ability to make document improvements without many hours designing and producing new printing plates as well as the reduced production time.

Charleston County also outsources these same specialized documents to companies that have all the digital processes that allow for complete product completion and plan to keep this method. They are currently developing a new RFP as the current contracts expire this December. They also use several different vendors based on the company's ability to offer the best cost for processing particularly designed documents as we do.

Because our equipment is aging and becoming less reliable, we understand that we are going to have to move our current main printing operation from plate printing to digital. At this time, we are reviewing processes designed to produce large quantities of printed envelopes as well. The digital printing processes we have reviewed, to date, do not process raw stock envelopes efficiently as they are very labor intensive and have higher scrap rates. So we have to look into equipment specifically designed for envelope printing and are reviewing the options selected by other agencies with high volumes of envelope printing needs. Our current plan was to complete the evaluation and learning process of what would best suit our needs over this year and had already programmed funds in the ten year capital improvement plan (CIP) for the procurement of this equipment for the FY15-16 budget cycle. We are also reviewing equipment lease vs. procurement options.

As we increase printing jobs being completed on a digital platform, less time and fewer specialized skills will be required by the operator and more time will be utilized in the folding, binding, mail preparation operations. This will allow for the entire Central Services staff to be able to work in a cross functional environment as the specialized skills required for operating a plate printing process will no longer be necessary. The digital process is much more like a copy operation once the document is designed and approved.

In changing to an envelope specific process, we would decrease the cost for envelope printing by investing in a process that will remove up to 30% set-up time required and double the efficiency of the actual production process allowing our printer's position to have more time for supporting other operations within the Central Services division. Our current envelope processing cost is \$0.024 and the cost from a dedicated envelope process is \$0.026, which includes all perishable materials related to the printing process after a capital investment of about \$24,000. We will also reduce the workload on our current printing press operation by at least 50%, allowing us more equipment life to better research the best printing methodology for the County to include lease vs. purchase which will allow us to take on expanded work load by improving quality, reducing set-up tremendously (completely for repeat printing requests as the file is saved digitally and only has to be recalled), and greatly improving our time to complete the requested work all due to the digital submittal, proofing, and approval process.

For the mailing portion of Central Services, we do handle an average of over 4,000 pieces a day. This includes incoming, interoffice and mail that has to be metered and sent out. The mail from the printers are also sent through our permit and therefore paid independently of the printing charges, but at bulk rates they are afforded by the Post Office based on their volumes. Over the past several months we worked with our current mail metering partner, Pitney Bowes, and ran a test where they picked up all our outgoing in-house processed mail that we would have typically delivered to the Post Office. The purpose is they offer a reduced cost of about \$0.02 per piece for presorted first class mail. They can offer this savings based on their delivering the mail to the Post Office and receiving presort rates. This does add a day to our outgoing mail process as PB has to sort the mail by zip code. After making a simple adjustment for Family Court issued checks, we encountered no other hurdles or complaints from any departments. If we find we can meet the standards of the contract we could save approximately \$9,000 annually using this process. As for consolidation, we offer mail, internal and US Postage, pick-up and delivery to all our facilities/departments.

At the May 6, 2014 Council Meeting, Councilman Washington made the following motion:

“As cost savings measure my motion is to "Consolidate all printing and mailing operation countywide and put the operations under the Public Information Office". This motion is to be taken up at budget time.”

Mr. Washington’s motion included relocating the printing process reporting structure from the Support Services Department. The PIO is currently involved in our printing process by ensuring when possible that documents printed with the intent for public information and/or distribution are approved before they are printed, as well as sending printing work that comes through their office to Central Services when our current process is capable of delivering the desired product.

Because there will always be many various printing requirements by all the various county departments, staff cannot state that we will ever be able to justify the many various process capabilities necessary to meet ALL of these needs in-house. (Meaning, there will always be instances where printing / copying jobs must be outsourced.) However, it is evident that with improvements to our current technology, we can do much more and do so much more efficiently in-house. Staff had planned to start down this path for FY 16.

While bringing printing and mailing operations under Public Information is a policy decision of Council, it is recommended that staff be allowed to take FY 15 to complete a thorough review of the printing and mailing operations, which is currently underway, and bring back funding and staff (if applicable) recommendations to Council during the FY 16 budget process.

C. Legislative / Chronological History

Motion from Councilman Washington at the May 6 meeting, sent to the May 27 A&F Committee meeting.

D. Financial Impact

We have determined the advantages by outsourcing some specialized mailings by contracting a printing firm to both print and mail for specialized documents such as utilities and tax documents. This cost is directly related to the printing and processing of specialized forms and taking advantage of the contracting company’s bulk mail rates and forms designed to receive the

lowest postage cost for size and automated processing. It has also been determined that we could complete some of these products in-house with the appropriate equipment investment.

During a recent equipment failure, we needed to outsource several printing jobs that were required due to the user departments allowing inventories to diminish. We are working on an internal process to print all our repeatedly used documents to an internal inventory level that will allow us to fill orders the same day and then print to replenish in-house inventories in a much more efficiently productive manner.

The below are the cost differentials between outsourcing recent printing tasks vs. our current in-house cost. We have included general labor that we do not charge back to the requesting departments for a more equitable comparison.

Material Printed For	Material	Quantity Of Forms	Outsourced Cost	Internal Process Cost	Internal Labor	Total Cost to produce in-house
Family Court	4 part NCR	1,250	\$228.90	\$104.00	\$52.89	\$156.89
Family Court	Single Sheet	5,000	\$127.31	\$114.00	\$35.26	\$149.26
Detention Center	3 part NCR	3,333	\$502.33	\$226.50	\$52.89	\$279.39
Detention Center	2 part NCR	10,000	\$1,291.14	\$369.40	\$70.52	\$439.92
Solicitor	Green Embroidery Single Sheet	30,000	\$2430.00	\$524.00	\$229.19	\$753.19

Our processing costs will reduce after moving to a digital process due to very similar processing costs plus the reduction of set-up time, processing time, and reduced scrap.

E. Alternatives

1. Approve the request to allow the Central Services Division to remain part of the Support Services team for FY 15, while simultaneously continuing our review and cost improvement plan for our current printing and mail processes. Staff will bring the review back to Council for review, recommendation, and action in the FY 16 budget process.
2. Change the reporting structure of the Central Services Division to report to the Public Information Office and direct changes to be made for cost effectiveness immediately. The financial impact of this is not known at this time. It is thought, however, that additional staff and resources would have to be added immediately to the Public Information Office to assume these operations. It should also be noted that the Public Information Office has no expertise or experience in printing and mailing processes as they currently exist in Central Services. Therefore, a learning curve will be required.
3. Outsource all printing operations through an annual contract to one private company to handle all printing needs. The contract should stipulate the need to fulfill same-day print requests, as well as perform complex printing jobs – such as printing special forms and

using different paper stocks. All mailing operations by Central Services should continue as is under the Support Services Division.

F. Recommendation

It is recommended that Council approve the request to approve alternative #1 - Approve the request to allow the Central Services Division to remain part of the Support Services team for FY 15, while simultaneously continuing our review and cost improvement plan for our current printing and mail processes. Staff will bring the review back to Council for review, recommendation, and action in the FY 16 budget process.

Recommended by: John Hixon Department: Support Services Date: 5/14/14

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/20/14
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Procurement

Reviewed by: Christy Swofford Date:
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Public Information

Reviewed by: Beverly Harris Date:
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 5/21/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Roxanne Ancheta Date: May 21, 2014
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: While this is a policy decision of Council, it is recommended that Council approve alternative #1 - Approve the request to allow the Central Services Division to remain part of the Support Services team for FY 15, while simultaneously continuing our review and cost improvement plan for our current

printing and mail processes. Staff would then bring the review back to Council for review, recommendation, and action in the FY 16 budget process.

Richland County Council Request of Action

Subject

Richland County Office of Small Business Opportunity **[PAGES 125-129]**

Notes

May 27, 2014 - The Committee recommended Council endorse the concept of an Office of Small Business Opportunity (OSBO). The SLBE Program would be housed in this office. Further, staff is to develop a toolbox of potential programs that could be housed in the OSBO. Staff would present the proposed OSBO model (mission statement, goals, programs, staffing, etc.) and financial analysis (cost of office space (if applicable), staffing needs, operating and capital costs, etc.) to Council in a Work Session.

Richland County Council Request of Action

Subject: Richland County Office of Small Business Opportunity

A. Purpose

County Council is requested to approve the development and implementation of an Office of Small Business Opportunity (OSBO).

B. Background / Discussion

This item was initiated in December 2013 at the request of Chairman Norman Jackson who requested a background report on establishing an Office of Small Business Opportunity in Richland County. Justine Jones, former Manager of Research, led the study and prepared the subsequent report which was initially provided to Councilman Jackson on December 16, 2013. The subsequent Revised Preliminary Report was provided to Council at its Annual Retreat on January 24, 2014. An office of small business opportunity is typically designed to support the successful development and growth of for-profit small businesses using a variety of essential business assistance resources, a combination of development programs, organizational training and strategic advancement services. As an added benefit, an OSBO will frequently plug its participants into several networks of internal and external partners that can provide additional support, development tools, and contracting opportunities to current and aspiring business owners who want to either expand or start new businesses.

This request was made about the same time the SLBE program was first being assembled. Since both programs could not be concurrently developed, and the SLBE program implementation was requested to be rolled out at the earliest possible date, the request for an OSBO was temporarily put on hold. However, more recently, several other Council members reemphasized the need to implement a capacity building component into the program at a SLBE Work Session in April 2014; therefore, after further reconsideration, and in consultation with Administrator McDonald, it became apparent it was more feasible to complete the groundwork for the program sooner than later particularly since the SLBE program is nearing its launch date and a considerable amount of its development has been completed.

The OSBO would be made into its own separate department and house the SLBE program (it is currently a division within the Procurement Office) and other associated programs targeting small businesses, which could include a Disadvantaged Business Enterprise (DBE) and/or Minority, Women, Disadvantaged Business Enterprise (MWDBE) programs after a disparity study has been completed. With Council approval, the SLBE program will be placed in the Office of Small Business Opportunity when it officially launches at the beginning of FY 15, in summer 2014. The marketing campaign for the SLBE program will begin in early June; the OSBO can be added to the campaign and both the office and the program can be marketed concurrently.

Similar programs were reviewed in the City of Columbia, City of Houston, and the City of Charlotte, each with numerous features that presumably were designed with the respective entity's participants in mind. The following are several tools other programs offer and conceivably could be utilized in Richland County's program.

- Educational Workshops, Seminars and Symposiums
- Cost Estimating and Bidding
- Project Management
- Financial Statements
- Cash Flow Management
- Mentor-Protégé Program
- Referrals to bank loans, loan funds and guarantee programs
- Group and Individualized Technical Assistance
- Acquiring Financing through Grants, Loans and Other Types of Assistance
- Business Plan Development
- Financial Packaging and Lending Assistance
- Marketing and Outreach
- Startup capital

Identifying where the office will be located and available office space is a critical need that will need to be completed before the office opens. Ample space will be needed for several staff people as well as a conference room or access to meeting space to conduct the workshops, seminars, and group meetings.

C. Legislative / Chronological History

- December 8, 2013, Councilman Jackson submitted a request for an Office of Business Opportunity to be researched and findings provided upon completion.
- December 16, 2013: County Council was forwarded the Preliminary Background Report by the Assistant to the Clerk.
- December 30, 2013: The Revised Preliminary Background Report was provided to Administration for inclusion in the 2014 Council Retreat Packet and was very briefly discussed.
- April 8, 2014: SLBE Work Session was held, which included discussion regarding an Office of Small Business opportunity.
- May 6, 2014: SLBE program design and proposed model received Council approval.

D. Financial Impact

Determining financial impact will be dependent on which program components Council would like the office to offer. Five staff people were been approved by Council on May 6, 2014 for the SLBE program; however, the full scope of services outlined above would not be able to be provided solely by program staff. Ms. Jones, the SLBE program administrator, has begun discussions and is currently in the process of establishing community partnerships to provide some of the services and offset some of the expenses associated with providing services. The goal is to utilize as many community partnerships as is feasible to offer a high quality, responsive program that mutually advances the goals and objectives of the County and its participants.

Some of the possible offerings include conducting application reviews, banking and loans, procurement process, contracting and compliance, regulations and reporting, negotiations, acquiring certifications, etc. The budget from the SLBE program could be transferred to the OSBO program and adjustments could be made mid-cycle if necessary; however, modifications would more likely occur during the next budget cycle in FY 16. Based on the needs and demands of the program, one additional staff person may be needed, but this determination will

be better made after the program has been fully implemented and a full complement of staff has been hired to assist in the operations of the office.

For the benefit Council, the SLBE program budget, which was approved previously, is included as follows:

Table 1. SLBE Program Budget

Line Description	FY15
Estimated Personnel Costs	\$382,151
Estimated Operating Costs	\$109,000
Total Estimated Program Costs	\$ 491,151

E. Alternatives

1. Approve the request to develop and implement an Office of Small Business Opportunity which contains the SLBE program and other programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive and compete more equitably for contracts and projects.
2. Do not approve the request to develop and implement an Office of Small Business Opportunity which contains the SLBE program and other programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive and compete more equitably for contracts and projects.

F. Recommendation

It is recommended Council approve the request for an Office of Business Opportunity which contains the SLBE program and other associated programs targeting small businesses and their development. The office will be tasked with assisting small businesses grow, thrive, and compete more equitably for contracts and projects.

Recommended by: Justine Jones Department: SLBE Program Date: May 9, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 5/15/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: My understanding is that the funding is currently planned to come from Transportation Fund. We would recommend that approval clarify the intended funding source.

Legal

Reviewed by: Elizabeth McLean Date: 5/16/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion; however, depending on the services intended to be provided (ex. lending assistance), a more complete legal review may be warranted.

Administration

Reviewed by: Roxanne Ancheta

Date: May 16, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The creation of a new County Department to serve this purpose is at the discretion of Council. However, it is recommended that Council endorse the concept of an Office of Small Business Opportunity (OSBO). Further, it is recommended that Council direct staff regarding the proposed programs that they would like to see housed in the OSBO. Once this preliminary direction from Council has been provided, a detailed OSBO model (mission statement, goals, programs, staffing, etc.) will be developed. Staff will also complete a financial analysis to determine the cost of such an operation. This analysis will include the cost of office space (if applicable), staffing needs, operating and capital costs, etc.

Because this item is of such great importance, and has many intricacies which must be vetted by numerous departments (Procurement, Finance, Legal, Administration, etc.), it is recommended that, after the detailed OSBO model and financial analysis have been developed, we have a full Council Work Session. It is essential that we develop an OSBO that meets its mission established by Council, is financially viable, legally sound, and truly successful for our small business owners. By ensuring we lay the proper groundwork on the front end, we can help ensure this occurs.

Richland County Council Request of Action

Subject

Hopkins Magistrate Office: Relocation of the Hopkins Magistrate Office, lease agreement for 8012 Garners Ferry Road, Suite E, Columbia, SC 29209 **[PAGES 130-152]**

Notes

May 27, 2014 - The Committee recommended approval of relocating the Hopkins Magistrate Office pending Legal drafting an acceptable lease agreement.

Richland County Council Request of Action

Subject: Hopkins Magistrate Office: Relocation of the Hopkins Magistrate Office, lease agreement for 8012 Garners Ferry Road, Suite E, Columbia, SC 29209

A. Purpose

County Council is requested to approve the lease with CBRE, relocating the Hopkins Magistrate Office to 8012 Garners Ferry Road, Suite F, Columbia, SC, 29209, which is within the Hopkins District.

B. Background / Discussion

Currently, the Hopkins Magistrate Office is located at 6108 Cabin Creek Road, Hopkins, which rents for \$1093.00. The facility is inadequate to support the basic functions of the staff and visiting public. The goal is to relocate the magistrate and staff to an adequate office space until such time as the Hopkins Magistrate can be converted to a County owned facility.

The facility, located at 8012 Garners Ferry Road, Suite F, is owned by CBRE. The terms of the lease are for 1260 square feet, \$1093.00 a month, month to month tenancy (See appendix 1, page 1, Term C), with no security deposit required (See appendix 1, page 17, number 30). The proposed commercial lease is attached. The date of commencement shall to be determined based on Council action.

C. Legislative / Chronological History

This is a staff initiated request for a relocation and new lease agreement. Therefore, there is no legislative history.

D. Financial Impact

The monthly costs remain the same. The funds are allocated in the Hopkins Magistrate budget under the line item for rent.

E. Alternatives

1. Approve the request to relocate the Hopkins Magistrate office and sign the lease agreement. The proposed location is within the Hopkins Magistrate District lines and will provide an adequate facility for staff and visiting public.
2. Do not approve the relocation and lease, leaving the Hopkins Magistrate office in a dilapidated, inadequate building.

F. Recommendation

It is recommended that County Council approve the relocation and lease of the Hopkins Magistrate to 8012 Garners Ferry Road, Suite F, Columbia, SC, 29209.

Recommended by: Donald J. Simons Department: Magistrate Date: May 14, 2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, Legal cannot recommend the attached Lease for Richland County. I would suggest that the committee forward the item without recommendation (or defer) and before the item is reported out, Legal will draft an acceptable Lease for Council’s approval. Legal has discussed its recommendations with Judge Simons.

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval pending legal drafting of an acceptable lease agreement.



Part of the CBRE affiliate network

**COMMERCIAL LEASE
(Net Lease I)**

PARTIES A- PARTIES:

THIS LEASE made and entered into this 25th of May, 2014, by and between Walter M Patrick Trust B, hereinafter called "Landlord", and Richland County, SC, hereinafter called "Tenant".

WITNESSETH

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

PREMISES B- DEMISED PREMISES:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant hereby leases and hires from Landlord, all those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenants and agreements of the respective parties herein set forth. Said premises are situate, lying and being in the State of South Carolina, County of Richland, (hereinafter the "Demised Premises"), and more fully described as follows:

8012 Garners Ferry Rd., Suite E, Columbia,
SC 29209

TERM C- TERM AND DELIVERY OF PREMISES:

The initial term of this lease shall commence on the 25th of May, 2014, (the commencement date) and shall be a month to month tenancy.

RENT D- RENT:

1- **Rent:** Tenant covenants and agrees to pay as rental to Landlord the monthly sum of One Thousand Ninety Three Dollars and no/100ths (\$1093.00) , said sum to be in lawful money of the United States. Said rental shall be payable

Appendix 1

monthly in advance to the office of CBRE/Columbia, Agents for Landlord. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. In the event Tenant shall fail to pay each rental on the due date, a late charge of Two (2%) percent of the monthly rental, compounded monthly with a minimum of Twenty Five and No/100 (\$25.00) Dollars per month, shall be added to the rental and paid to Landlord for each such late payment, and the same shall be treated as additional rent.

CONDITIONS E- COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

- 1- **Late Delivery Clause:** It is further agreed and understood that if Landlord is unable to deliver possession of the demised premises to the Tenant at the commencement of the term of this Lease because of the retention of possession thereof by other parties than Landlord, or because Landlord is unable to get the demised premises ready for occupancy by Tenant, if such is required of Landlord hereunder, then Landlord shall not be liable to Tenant for damages and this Lease shall not terminate, provided however, that Tenant shall have no obligation to pay hereunder until possession of the Demised Premises is delivered to Tenant. Landlord shall use all reasonable diligence to deliver possession of the Demised Premises to Tenant at the commencement of the within term.

It is anticipated that possession may be had on May 25th, 2014, however, if for any reason Landlord fails to give possession of the Demised Premises on that date, then this Lease and payment of rent will commence as of the day possession is given with the further understanding that possession must be had by June 1, 2014, or Tenant may terminate this Lease by written notice prior to the Landlord tendering possession of the Demised Premises to the Tenant. If the term of this Lease shall commence on a day other than the first day of a calendar month, rental shall be paid for the portion of the month in proportion to the monthly rental rates as herein provided and the term provided for in this Lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

- 2- **Authorized Use:** Tenant agrees not to abandon or vacate the Demised Premises and shall use the Demised premises for the following purpose, and for no other purpose whatsoever, without the written consent of Landlord at Landlord's sole discretion first had and obtained:

Office Use only for the Hopkins Magistrate and support staff.
No court or hearings shall be held in or on the Premises.

Tenant shall use and occupy the Demised Premises in a careful, safe, and proper manner and shall keep the Demised Premises in a clean and safe condition in accordance with this lease and State, Federal, and local laws, ordinances, and regulations.

Tenant will not permit or suffer anything to be done nor keep anything in or about the Demised Premises which would render the insurance thereon void or voidable or cause cancellation. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Demised Premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to premises of the same general type as those covered by this Lease, nor will Tenant allow anything to be stored that will create any problem or controversy by SCDHEC Agency. If Tenant does store goods that are or become controversial, Tenant will clean Demised Premises to the satisfaction of an environmental engineer so that a clean letter can be issued by said engineer.

3- **Insurance / Indemnity:**

- a- "Injuries and Property Damage" Tenant shall at all times during the term hereof keep in effect in responsible companies liability insurance in the names of and for the benefit of Tenant, Agent and Landlord with limits as follows:

Bodily Injury and Property Damage:
\$1,000,000 Single Limit Per Occurrence

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy.

Each original policy or certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried, shall be deposited with the Landlord, naming the Landlord and Wilson/Kibler, Inc. as Agent, as additional insured. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. In the event that the Demised Premises constitute a part of a larger property, said insurance shall have a Landlord's Protective Liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. Tenant shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord and Agent to any liability or obligation.

- b- "Property Insurance" Landlord shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Demised Premises, in the amount of the full replacement value thereof, providing against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and loss of rents. Tenant shall pay during the term hereof, in addition to rent, the amount of any increase in premiums for the insurance required under this Paragraph 3(b) over and above such premiums paid by Landlord during the first full year of the term of this Lease in which Landlord shall have maintained the insurance required under this Paragraph 3(b), whether such premium increase shall be the result of the nature of Tenant's occupancy, any act or omission of Tenant, requirements of the holder of a mortgage or deed of trust covering the Demised Premises, increased valuation of the premises, or otherwise. Tenant shall pay as additional rent any such premium increases to Landlord within thirty (30) days after receipt by Tenant of a copy of the premium statement or other satisfactory evidence of the amount due. If the insurance policies maintained hereunder cover other improvements in addition to the Demised Premises, Landlord shall also deliver to Tenant a statement of the amount of such increase attributable to the Demised Premises and showing in reasonable detail the manner in which such amount was computed. If the term of this Lease shall not expire concurrently with the expiration of the period covered by such insurance, Tenant's liability for premium increases shall be pro-rated on an annual basis. If the Demised Premises are less than the total property, the base pro-rata share shall be the same as in Paragraph 8.
- c- "Insurance Policies" Insurance required to be carried by Tenant hereunder shall be in companies rated A-Plus or better in "Best's Insurance Guide". Tenant shall deliver to Landlord copies of policies of liability insurance required under Paragraph 3(a) or certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to Landlord. Tenant shall, within thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which could invalidate the insurance policies referred to in Paragraph 3(a) and (b).
- d- "Waiver of Subrogation" Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the

officers, directors, partners, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

- e- "Indemnity" Tenant shall indemnify and hold harmless Landlord and Agent from any and all claims arising from Tenant's use or occupancy of the Demised Premises, or from any activity, work or things done, permitted or suffered by Tenant in or about the Demised Premise or elsewhere and shall further indemnify and hold harmless Landlord and Agent from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord and Agent by any reason of any such claim, Tenant upon notice from Landlord or Agent shall defend the same at Tenant's expense by counsel satisfactory to Landlord or Agent. Tenant, as a material part of the consideration to Landlord and Agent, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Demised Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord and Agent.

- f- "Exemption of Landlord and Agent from Liability" Tenant hereby agrees that Landlord and Agent shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Demised Premises, nor shall Landlord or Agent be liable for injury to the person of Tenant, Tenant's employees, invitees, customers, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Demised Premises or upon other portions of the building(s) of which the Demised Premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible

to Tenant. Landlord nor Agent shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building(s) in which the Demised Premises are located.

- 4- **Condition of the Demised Premises:** Tenant has inspected and accepts the Demised Premises in the same condition they are in at the time of commencement of the term of this Lease. Tenant will at its cost and expense make any alterations and improvements in or to the Demised Premises which may be required by reason of any Federal, State, or local law, ordinance, or regulation.
- 5- **Repair and Care of Building by Tenant:** Tenant shall, throughout the initial term of this lease and any renewals thereof at its own expense maintain in good order and repair the leased premises, including the building and other improvements located thereon, except those repairs expressly required to be made by Landlord. Such repairs by Tenant shall include as applicable but not limited to, repairs to electrical and plumbing systems and fixtures, air-conditioning, heating and ventilation equipment systems (as outlined herein). Tenant shall at its expense contract with a reputable firm for periodic servicing of the heating, air-conditioning and ventilation systems as recommended by the manufacturer of such equipment and shall keep on file with Landlord or its agent a copy of said contract or other substantial proof of such servicing. Tenant shall be responsible for all minor repairs to heating, air-conditioning, and ventilating equipment including parts and labor, and including repair to major components, but not replacement of major components. Tenant shall also maintain pest control (including termite) inspection and treatment of the premises as required. Tenant agrees to return said premises to Landlord at the expiration or prior termination of this lease in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted.
- 6- **Repair and Care of Building by Landlord:** Landlord shall keep and maintain the foundations, roof and structural portions of the exterior walls of the premises (exclusive of all glass and exterior doors) in good condition and repair, except for any repairs required thereto by reason of the acts of the Tenant, its employees, agents, invitees, licensees, or contractors. So long as Tenant maintains proper servicing and repairs of heating, air-conditioning and ventilation equipment as outlined above, Landlord shall be responsible for all required replacements of major components of the said equipment including all cost of installation. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect the premises. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair or replace, and failure to report such defects makes Tenant responsible to Landlord for any liability, costs or attorney's fees incurred by Landlord by reason of such defect. Landlord shall not be

obligated to make any repair or replacement required of it until notice in writing from Tenant of need for same. Landlord shall have reasonable time in which to make such repair or replacement.

- 7- **Alteration of Demised Premises and Installation of Fixtures and Other Appurtenances:** Tenant may, with consent of Landlord, at Landlord's sole discretion, but at Tenant's own cost and expense in a good, workmanlike manner and in accordance with applicable laws and building codes, make such alterations and repairs in the Demised Premises as Tenant may require for the conduct of its business without, however, materially altering the basic character of the Demised premises, or weakening any structure on the Demised Premises. Tenant shall have the right, without the permission of Landlord, to erect, at Tenant's sole cost and expense, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business and to install electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Demised Premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall at the option of Landlord, become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above-mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the premises as described below. Temporary shelves, bins and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent, due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease, or any renewals or extensions thereof, Tenant shall remove said shelves, bins and machinery, and repair, in good and workmanlike manner, all damage done to the Demised Premises by such removal. Tenant shall not exercise the right and privilege granted by this Paragraph 7 in such a manner as to damage or affect the structural qualities of the Demised Premises or the buildings, of which it is a part, if applicable. Before any work is begun, Tenant agrees to furnish Landlord with holdharmless agreements from all contractors protecting against mechanics liens.
- 8- **Payment of Taxes and Other Assessments:** Landlord shall pay annually all real estate taxes on the Demised Premises existing at the commencement of this Lease. However, Tenant shall pay any and all increases in the taxes and assessments assessed or levied against the Demised Premises over and above amounts assessed for the year 2014 (to be known as "base year"), as well as any special assessment imposed upon the Demised Premises for any purpose whatsoever during the term, whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the Demised Premises or of both. However, if the improvements upon the Demised Premises are not fully assessed by the local assessor's office during the agreed upon base year, the tax base will be amended in the following

manner. The millage rate established in the year as set out above shall be applied to the assessed value of the Demised Premises when fully assessed by the Tax Assessor's office. Should the full assessment not be completed until after this lease expires or is terminated, this increase will be due and payable upon demand. If the taxes on the Demised Premises are increased because of the fixtures added by Tenant, Tenant shall reimburse Landlord for all taxes assessed because of said improvements. Such payment shall be made by Tenant to Landlord as additional rent not later than thirty (30) days following the date on which Landlord provides Tenant with written evidence of such increase. In the event the Demised Premises are less than the entire property assessed for such taxes for any such year, then the tax for any such year applicable to the Demised Premises shall be determined by pro-ration on the basis that the rentable floor area of the Demised Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro-rata part of such tax beyond the Lease term. For the purpose of this covenant, it is agreed that the premises demised hereunder contains 1260 square feet and that the rentable area of the building is 6300 square feet. Tenant's Pro-Rata share is 20%.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Demised Premises whether local, state, or federal, is required to be paid due to the execution hereof, the cost thereof shall be borne by the Tenant. Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state, or federal taxes assessed against any leasehold interest, or any fixtures, furnishings, equipment, stock-in-trade, or other personal property of any kind owned, installed, or used in or on the Demised Premises.

Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a tax, excise and/or assessment (other than an income or franchise tax), upon or against the rental payable by Tenant to Landlord, either by way of substitution or in addition to any existing tax on land or buildings or otherwise, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

- 9- **Subordination of Lease:** Tenant's rights under this Lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed, upon the Demised Premises by Landlord. Tenant shall, if requested, execute and deliver a subordination agreement.
- 10- **Condemnation:** If the whole of the Demised Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession shall be taken by such public authority,

and Tenant shall pay all rental and other sums due hereunder up to that date with an appropriate refund by Landlord of such amounts thereof as shall have been paid in advance for a period subsequent to the date of the taking. If twenty-five (25%) percent or less of the gross leasable area of the Demised Premises shall be taken, this Lease shall terminate only with respect to the part so taken as of the day possession shall be taken by such public authority, and Tenant shall pay all rental and other sums due hereunder up to that day within appropriate refund by Landlord of such rents as may have been paid in advance for a period subsequent to the date of the taking, and thereafter, the rent shall be equitably adjusted, and Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remainder of the Demised Premises a complete architectural unit. If more than twenty-five (25%) percent of the gross leasable area of the demised premises shall be so taken, then this Lease shall terminate with respect to the part so taken from the date possession shall be so taken by such public authority, and Tenant shall pay all rental and other sums due hereunder up to that date with an appropriate refund by Landlord of such amounts thereof as may have been paid in advance for a period subsequent to the date of taking, and either party shall have the right to terminate this Lease upon notice in writing within sixty (60) days after taking of possession. In the event that Tenant remains in possession, and if Landlord does not so terminate, all of the terms herein provided shall continue in effect except that the rent shall be equitably abated, and Landlord shall make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining demised premises a complete architectural unit. In the event Landlord is obligated to restore the demised premises to a complete architectural unit, as above provided, such work shall not exceed the scope of work to be done by Landlord in constructing the demised premises, nor shall Landlord be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the demised premises so taken, less any amount paid to Landlord's mortgagee from such award. The entire compensation award, including but not limited to, all damages or compensation for diminution in value of the leasehold, reversion, and fee, shall belong to the Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by the Tenant in Tenant's own right on account of damage to Tenant's business by reason of the taking and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, improvements and equipment.

11. **Erection and Removal of Signs:** Tenant may place suitable signs on demised premises for the purpose of indicating the nature of the business carried on by Tenant in said demised premises; provided, however, that such signs shall be in keeping with other signs in the district where the demised

premises are located. Tenant agrees to exonerate, save harmless, protect and indemnify Landlord from and against any and all losses, damages, claims, suits, or actions and all costs and expenses including attorney's fees, in connection therewith, arising from any damage or injury to persons or property caused by an erection and maintenance of such signs or parts thereof, and insurance coverage for such signs shall be included in the public liability policy which Tenant is required to furnish. The location, design, size and construction of such signs shall be approved by Landlord at Landlord's sole discretion, prior to the erection, and shall not damage the demised premises in any manner. At the termination of this Lease, Landlord may require that Tenant remove its signs, and any damage to the demised premises caused by removal shall be promptly repaired by Tenant at Tenant's own cost and expense.

12. **Glass Breakage and Vandalism:** Tenant agrees to immediately replace broken or damaged glass with glass of comparable quality and characteristics which meet appropriate agency building code requirements, excepting breakage covered under Landlord's normal fire and extended coverage insurance policy. Tenant shall make any repairs or replacements caused by vandalism to the demised premises or any part thereof, if said damage is not covered by Landlord's insurance.
13. **Right of Entry by Landlord:** Tenant at any time during this Lease term shall permit inspection of the demised premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the demised premises, to exhibit the same to prospective purchasers, mortgagees, and tenants, and in order that Landlord may make such repairs as may be required to be made by Landlord under the terms of this Lease and/or to adjacent areas. Sixty (60) days prior to the expiration of this Lease, Landlord may post suitable notice on the demised premises that the same are "For Rent", which notice shall not be removed, obliterated, or hidden by Tenant. Landlord may not, however, thereby unnecessarily interfere with the use of demised premises by Tenant. The exercise of such right of entry shall not be deemed an eviction or disturbance of Tenant nor will Tenant be allowed any abatement of rent for inconvenience caused thereby.
14. **Payment of Utilities:** Tenant shall contract for and pay all charges for sewerage, water, gas, electricity and other public utilities used on the demised premises, including all replacement of light bulbs, tubes, ballasts, and starters. Landlord may pay any delinquent bills incurred by Tenant during the lease term which bills may create a lien on the demised premises and shall upon demand be immediately reimbursed by Tenant. Said payments shall be treated as additional rental even though the lease term may have expired.

15. **Assignment and Subletting:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, or otherwise, and neither all nor any part of the demised premises shall be sublet by Tenant without the written consent of Landlord, at Landlord's sole discretion, first had and obtained. In the event this Lease or any interest herein is assigned or the demised premises or any part thereof is sublet, whether with or without Landlord's consent, Tenant shall remain fully liable under all terms, covenants, and conditions of this Lease. In no event will any provision herein stated to renew, extend, or purchase be available to any assignee or sub-tenant. Any consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.
16. **Damage or Destruction:** If the building on the demised premises, or any part thereof, shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the said demised premises without expense to Tenant, subject to delays due to adjustment of insurance claims, strikes, and other causes beyond Landlord's control. If such damage or destruction shall render the said building untenable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the demised premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty percent (50%) or more of the replacement cost) of the said demised premises, or the damage is due to a peril not covered by Landlord's insurance, or the damage occurs within the last three (3) years of the term of this Lease, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction. In no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, or other items of construction and personal property, nor to expend a sum to restore the demised premises in excess of that received by the Landlord from insurance proceeds, less any amount paid to Landlord's mortgagee from such insurance proceeds.
- Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the demised premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Wilful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.
17. **Surrender of Demised Premises:** Tenant agrees to deliver all keys and to

surrender the demised premises at the expiration, or sooner termination, of this Lease, or any extension or renewal thereof, broom-clean in the same condition as when said demised premises were delivered to Tenant, or as altered, pursuant to the provisions of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the demised premises to the same condition as when said demised premises were delivered to Tenant.

18. **Holdover: Intentionally deleted**
19. **Quiet Enjoyment:** If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall enjoy the demised premises, subject, however, to the terms of this Lease, without any manner of let or hindrance from Landlord or any person or persons lawfully claiming the demised premises.
20. **Waiver of Covenants:** No waiver of any condition or legal right or remedy shall be implied by the failure of the Landlord to declare a forfeiture, or for any other reason and no waiver of any conditions or covenants shall be valid unless it is in writing signed by Landlord. No waiver of any condition shall be claimed or pleaded to excuse a future breach of the same condition or covenant.
21. **Default by Tenant:** This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events or default shall occur, to wit:
- (a) Any installments of rent, additional rent, taxes, or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for five (5) days after written demand therefor, or
 - (b) There be any default on the part of Tenant in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within fifteen (15) days and Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of same), or
 - (c) Tenant shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization,

arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or

- (d) Any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the demised premises shall be appointed in any action, suit or proceeding by or against Tenant and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or
- (e) The Leasehold estate hereby created shall be taken on execution or by other process of law, or
- (f) Tenant shall admit in writing its inability to pay its obligations generally as they become due, or
- (g) Tenant shall vacate or abandon the demised premises, then and in any of said cases, Landlord at its option may terminate this Lease and re-enter upon the demised premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant, or Landlord may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the demised premises or voiding this Lease.

In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to retake possession of the demised premises from Tenant without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the demised premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises its option hereinabove provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the

performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, in the event of any such ouster, Landlord rents or leases the demised premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period. Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and the rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the demised premises in tenable condition or otherwise. If such new lease or tenancy is made for shorter term than the balance of the term of this Lease, any such action brought by Landlord to collect the deficit for that period shall not bar Landlord from thereafter suing for any loss accruing during the balance of the unexpired term of this Lease.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall accrue interest at the rate of eighteen percent (18%) per annum from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at the rate of eighteen percent (18%) per annum from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

22. **Costs and Attorney Fees:** The Tenant agrees and covenants to pay all costs and expenses, including reasonable attorney fees, incurred by the Landlord in the enforcement of any covenant or agreement contained in this Lease.
23. **Failure to Perform Covenant:** Any failure on the part of either

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

24. **Rights of Successors and Assigns:** The covenants and agreements contained in the within Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise hereinbefore provided. No assignment or subletting by, from, through, or under Tenant, not in strict compliance with the provisions of this Lease shall vest in the assignee or subtenant any right, title, or interest whatever in the Lease or in the demised premises.
25. **Liens:** Tenant will not permit to be created nor to remain undischarged any lien, encumbrance, or charge (arising out of any work of any contractor, mechanic, laborer, or materialman or any mortgage, conditional sale, security agreement or otherwise) which might be or become a lien or encumbrance or charge upon the demised premises or any part thereof or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, right and interest of Landlord in the demised premises or any part thereof might be impaired. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the demised premises shall be filed against the demised premises or any part thereof, Tenant, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs, attorney's fees and allowances. Any amount so paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection therewith,

together with interest thereon at the maximum legal rate from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

- 26. **Construction of Lease:** The word "Landlord" as used herein shall refer to the individual, individuals, partnership or corporation called "Landlord" at the commencement of this Lease, and the word "Tenant" shall likewise refer to the individual, individuals, partnership, or corporation called "Tenant". Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.
- 27. **Paragraph Headings:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.
- 28. **Commissions:** Intentionally Deleted
- 29. **Notices:** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified, return receipt requested, and addressed as follows: To the Landlord at the following address:

CBRE/Columbia
1333 Main St. Suite 700
Columbia, SC 29201

To the Tenant at the following address:

Richland County
Attn: County Administrator
2020 Hampton St., Columbia, SC 29204

Such notice shall be deemed given upon being so mailed. The notice

address may be changed from time to time by notice given pursuant hereto.

30. **Security Deposit:** As security for the faithful performance by Tenant of all the terms and conditions of this Lease on Tenant's part to be performed, Tenant has deposited with Landlord the sum of Zero Dollars (\$0.00). Such amount shall be returned to Tenant, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Tenant has fully and faithfully carried out all of the terms, covenants, and conditions of this Lease on its part to be performed. Landlord shall have the right to apply any part of said deposit to cure any defaults of Tenant, including, but not limited to, damages and payment of rent. The application of said deposit shall be at the sole discretion of Landlord. It is expressly understood that this remedy is in addition to all other remedies vested in Landlord.

In the event of sale of the demised premises or lease of the land on which it stands subject to this Lease, Landlord shall have the right to transfer the security to the purchaser and Landlord and his agent shall be released by Tenant from all liability for the return of such security and Tenant shall look to new Landlord solely for the return of the said security. It is agreed that this provision shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this Lease shall not be mortgaged, assigned, or encumbered by Tenant without the written consent of Landlord. In the event of any authorized assignment of this Lease by Tenant the said security deposit shall be deemed to be held by Landlord as deposit made by the assignee and Landlord shall have no further liability with respect to the return of said security deposit to Tenant.

31. **Entire Agreement:** This Lease, and the exhibits attached hereto and any addendums attached hereto and forming a part hereof, if any, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the demised premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the demised premises, or the building or property of which the same are a part, if applicable, except as herein expressly set forth.

32. **No Option:** The submission of this Lease for examination does not constitute a reservation of or option for the demised premises or any other space of Landlord and shall vest no right in either party. This Lease will become effective as a Lease only upon execution and delivery thereof by the parties hereto.
33. **Liability of Landlord:** In the event of the sale or other transfer of Landlord's right, title, and interest in the demised premises, Landlord will be released thereby from all liability and obligations hereunder to Tenant.
34. **Accord and Satisfaction:** No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated or other sums due hereunder will be deemed to be other than on account of the earliest stipulated rent or other sum nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent or other sum be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or sum or pursue any other remedy provided for in this Lease or available at law or in equity.
35. **Relationship of Parties:** Nothing herein contained shall be deemed or construed by Landlord or Tenant as creating the relationship of principal and agent or of a partnership or joint venture or as establishing a fiduciary relationship responsibility between the Landlord and Tenant, it being understood and agreed that none of the provisions herein, nor any acts of Landlord or Tenant, will be deemed to create any relationship other than that of Landlord and Tenant.
36. **No Third Party Rights:** The rights and obligations arising under this Lease are personal between Landlord and Tenant and such rights and obligations shall not be enforceable by any third party. Furthermore, Tenant recognizes that it has no third party rights arising out of any agreement between Landlord and any party other than Tenant regardless of any benefits accruing to Tenant by virtue of such agreement.
37. **Authority:** If Tenant is a corporation, Tenant warrants and represents to Landlord that the execution of this Lease by the person or persons so signing has been authorized by a resolution of Tenant's Board of Directors or other appropriate corporate action. If Tenant is a partnership, Tenant warrants and represents to Landlord that Tenant's execution of this Lease by the partner or partners so signing is in accordance with its partnership documents.

38. **Environmental Activities:** All operations and activities of the Tenant on the property shall be within the authorized uses of the premises and conducted in full compliance with all federal, state or local laws and regulations concerning the protection of the environment and any hazardous or toxic substances, as those terms are defined within such laws and regulations. Tenant further covenants and agrees that any such hazardous or toxic substances introduced or generated on the premises will be generated, stored, treated, removed, utilized, and disposed of in accordance with all such laws and regulations.

Tenant shall and does hereby agree to indemnify, defend, and hold harmless the Landlord, its agents and Landlord's lender(s) holding liens on the Demised Premises against any loss, claim, damage, expense, or liability including, without limitation, required repairs, clean up, detoxification, removal, or liability to any third party resulting from Tenant's use, storage, generation, manufacture, treatment, or handling of Hazardous Materials or other contaminants.

39. **Reciprocal Covenant on Notification of ADA Violations:** Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Premises.

40. **Additional Provisions:** Insofar as the following provisions conflict with any other provisions of the Lease, the following shall control:
1. Tenant agrees to vacate premises upon thirty days written notice by Landlord.
 2. Tenant agrees to allow the Landlord to leave the existing furniture in the space.

In Witness Whereof, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

LANDLORD: Walter M Patrick Trust B

By: _____

TENANT: Richland County, SC

By: _____

Richland County Council Request of Action

Subject

Election Commission and Voter Registration Budgets [**PAGES 153-157**]

Notes

May 27, 2014 - The Committee recommended approval of Administration's recommendation that the proposed motion not move forward at this time and, instead, be referred to the FY 15 budget process for resolution once the pending legislation has been finalized.

Richland County Council Request of Action

Subject: Election Commission and Voter Registration Budgets

A. Purpose

Richland County Council is requested to provide direction to staff with regards to the budgets for the Election Commission and Voter Registration Offices.

B. Background / Discussion

At the April 15, 2014 Council meeting, Councilman Malinowski made the following motion:

With the court ruling that the Richland County Election and Voter Registration Boards must now be two separate entities, I move that funding for the Voter Registration Board be rolled back to the 2011 funding amount.

The funding history for these two offices for the past 5 years is shown below:

	2010 Adopted	2011 Adopted	2012 Adopted	2013 Adopted	2014 Adopted
Voter Registration (2010 - 2011) / Board of Elections & Voter Registration (2012 – 2014)	\$411,713	\$422,999	\$1,172,711	\$1,228,574	\$1,223,503
Election Commission	\$352,413	\$355,089	\$0	\$0	\$0
Total	\$764,126	\$778,088	\$1,172,711	\$1,228,574	\$1,223,503

The Legislature approved the following, effective FY 12: “The annual budget for the Board of Elections and Voter Registration of Richland County may not be less than the average of the two annual budgets for the Charleston County and Greenville County Boards of Election and Voter Registration for the prior fiscal year.”

However, with the most recent court ruling, these two offices are now separate entities again. Our Legal Department is not aware of any “specific” funding requirement currently; thus, Council can fund these departments at any level appropriate to maintain operations at each (which is required by law). Also, Council should be aware that legislation on this topic may pass very soon (and is in fact expected). Any such legislation could, but may not, contain a specific funding amount.

The FY 15 recommended budgets for these offices is \$1,263,928. (The requested amount is \$1,700,875.) Staff asked the two current directors (Ms. McBride and Mr. Selph) to advise us on how to split the funding. We are awaiting a response, and have been told that they are awaiting the State Budget. (Note: When this Request of Action reaches the May A&F Committee, the budget for these offices will have already been presented to Council in the budget binders with the \$1,263,928 FY 15 funding recommendation. However, as this item

was forwarded to a Committee during the Motion Period, staff is following the process in place.)

C. Legislative / Chronological History

- o SC State Legislature approved a funding formula for these offices, effective FY 12.
- o Recent court ruling(s) have separated the offices.
- o April 15, 2014 Motion by Mr. Malinowski re: budgets.

D. Financial Impact

If the budgets are rolled back to 2011 funding levels (\$778,088), per Mr. Malinowski's motion, this would equate to a cost savings of \$485,840 in FY 15.

E. Alternatives

1. Per Mr. Malinowski's motion, approve funding levels for these two offices at the 2011 funding level - \$778,088.
2. Approve the funding level recommended for FY 15 - \$1,263,928.
3. Approve another amount.

F. Recommendation

With the court ruling that the Richland County Election and Voter Registration Boards must now be two separate entities, I move that funding for the Voter Registration Board be rolled back to the 2011 funding amount.

Recommended by: Bill Malinowski Date: April 15, 2014

G. Reviews

(Please replace the appropriate box with a v and the support your recommendation in the Comments section before routing on. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 5/14/14

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

This is an item for Council discretion on level of funding to be provided to the departments. I would offer the following items for consideration:

- Since the request is effective for FY15 and the County is in the middle of the budget process, one option is for Council to move the item to the FY15 budget motion list. This would separate the item to ensure it is discussed, allow for one discussion to take place related to the departments funding level, and provide a few additional weeks for Council to determine if any additional direction is provided from the State on operational requirements for FY15
- When the County appropriated an increase in funding for the consolidated departments for FY12, 13, and 14 it included an increase in personnel funding (staffing level). Therefore if the funding level is reduced with the department

separation, it will be important to understand the impact the decision will have on the staffing level for each department

Voter Registration

Reviewed by: Lillian McBride

Date: 5/23/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Any cuts or budget reduction will negatively impact Voter Registration's operations, staffing and services to the citizens of Richland County creating unnecessary inefficiencies to services such as voter registration, voter education, absentee voting, etc...

The Voter Registration office is requesting that County Council approve the FY15 requested amount. However this office will continue to exploring and evaluate ways to control spending in the most prudent manner possible.

Election Commission

Reviewed by: Samuel Selph

Date: 5/23/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

To decrease the Election Commission's budget will jeopardize future elections. The bulk of the Election Commission's budget is dedicated to operational costs related to elections. These costs include voting machine maintenance and repairs, polling location supplies, purchasing ballots for the elections, laptops and supplies for polling locations, among many other things. The Election Commission's Precinct Division is responsible for managing over 1500 poll workers to assess their willingness to work for each election, recruiting additional poll workers, training all poll workers assigned to elections, processing poll worker HR paperwork, compiling all needed information to process poll worker payments, preparing poll worker supplies for 149 precincts, contacting all polling locations to secure space for elections, loading and downloading information for laptops to be deployed and utilized at polling locations among many other duties. The Election Commission's Elections Division is responsible for maintaining over 1100 voting machines owned by Richland County on a daily basis to ensure all voting machines are in proper working condition, ready to be deployed for all elections. When preparing for elections, the Elections Division is responsible for ensuring all machines are prepared and loaded with needed information to be deployed to 149 voting precincts, ensure that all voting machines are delivered to their assigned polling locations, as well as being responsible for all issues concerning voting machines that arise on Election Day.

The Election Commission is respectfully requesting that County Council approve the department's funding level requested for FY2015. On a forward going basis, the Election Commission is committed to work to reduce costs associated with the department's budget.

Legal

Reviewed by: Elizabeth McLean

Date: 5/23/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The specific funding amount to keep each office operational is a policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 5/23/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The recent court ruling places **only a temporary restraining order** on the previous legislation that joined Elections and Voter Registration. There is additional pending legislation that is intended to address the Elections and Voter Registration functions on a more permanent basis, as well as at a state-wide level. For this reason, it is recommended that the proposed motion not move forward at this time and, instead, be referred to the FY 15 budget process for resolution once the pending legislation has been finalized.

Richland County Council Request of Action

Subject

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto **[PAGES 158-187]**

Notes

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

AN ORDINANCE

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND AMERICAN ITALIAN PASTA COMPANY AND MATTERS RELATING THERETO.

Adopted _____, 2014

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND AMERICAN ITALIAN PASTA COMPANY AND MATTERS RELATING THERETO.

WHEREAS, Richland County (the “County”), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by an Inducement Resolution adopted on April 15, 2014 (the “Resolution”), committed to enter into a fee agreement with American Italian Pasta Company, a corporation organized and existing under the laws of the State of Delaware (the “Company”), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”);

WHEREAS, the County and the Company desire to enter into a fee agreement as defined in the Act concerning an expansion of the Company’s existing operation which is located in the County, and which will consist of certain buildings or other improvements thereon and/or machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein for the purpose of a project to add certain production lines and products and/or packaging capabilities and other expansion investments and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to hereinafter as the “Project”).

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project for a period of 20 years, calculated using a 6% assessment ratio and a fixed millage rate of 423.2, and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Richland County Council (the “County Council”) has caused to be prepared and presented to this meeting substantially the form of the Fee Agreement, attached as Exhibit A (“Fee Agreement”), between the County and the Company, which the County proposes to execute and deliver;

WHEREAS, it is anticipated that the Project will represent an investment of at least \$13 million in the County during the Investment Period (as defined in the Fee Agreement) without regard to whether the entire investment qualifies for fee-in-lieu of taxes benefits under the Act;

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(I) thereof, based on representations made by the Company to the County, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power;

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

(e) The benefits of the Project to the public are greater than the costs to the public; and

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council (“Chair”) is authorized, empowered and directed to execute and acknowledge the Fee Agreement in the name of and behalf of the County and the Clerk to County Council is authorized, empowered and directed to attest the Fee Agreement. The Chair is further authorized and directed to deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes as are not materially adverse to the County and are approved by the Chair or the County’s Director of Economic Development following receipt of advice from counsel to the County. The execution of the Fee Agreement by the Chair is conclusive evidence of the approval of all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement is hereby approved and authorized.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this ___ day of _____, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

By: _____
Clerk to Richland County Council

First Reading: April 15, 2014

Second Reading: _____, 2014

Third Reading: _____, 2014

Public Hearing: _____, 2014

EXHIBIT A
FORM OF FEE AGREEMENT

FEE AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

AMERICAN ITALIAN PASTA COMPANY

DATED
AS OF
May __, 2014

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of May ____, 2014, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and AMERICAN ITALIAN PASTA COMPANY, a corporation organized and existing under the laws of the State of Delaware (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a Fee Agreement with companies meeting the requirements of such Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County and the Company desire to enter into a Fee Agreement regarding the Project (as defined herein);

WHEREAS, pursuant to the Act and an Ordinance adopted on _____, 2014 (the "Ordinance"), the County, based on representations made to the County by the Company, determined that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any 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 are greater than the costs;

WHEREAS, it is anticipated that the Project will represent an investment in the County of at least \$13 million ([without regard to depreciation](#));

WHEREAS, pursuant to an Inducement Resolution dated April 15, 2014 (the "Inducement Resolution"), the County committed to enter into a Fee Agreement with the Company, which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 423.2 for 20 years, and the Project will remain in a multi-county industrial park for the Fee Term; and

WHEREAS, pursuant to the Ordinance, as an inducement to the Company to develop the Project, the County Council authorized the County to enter into the Fee Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

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

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are located in a Multi-County Industrial Park (as defined herein) and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

“Act” means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent of both parties.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must 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 Company have entered into this Fee Agreement.

“Company” means American Italian Pasta Company, a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

“County Administrator” means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“County Council” means the County Council of the County.

“County” means Richland County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of May _____, 2014, between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” shall mean improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date. The Investment Period may include an extension granted pursuant to the Act and Section 3.2(b) of this Fee Agreement.

“Multi-County Industrial Park” means an industrial or business park established by two or more counties acting under the provisions of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, and Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina.

“**Multi-County Industrial Park Agreement**” means the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina, dated as of April 15, 2003, as amended.

“**Ordinance**” means the Ordinance adopted by the County on _____ 2014, authorizing this Fee Agreement.

“**Payments-in-Lieu-of-Taxes**” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“**Project**” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such economic development property so identified by the Company in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“**Real Property**” shall mean the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

“**Replacement Property**” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“**Stage**” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

“**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 be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision

or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor has induced the Company locate the Project in the County. The County and the Company acknowledge that the Company's commitment to invest at least \$13 million (without regard to depreciation) at the Project has induced the County to offer the incentives described in the Fee Agreement.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Assuming the Act is constitutional, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(g) The Project constitutes a "project" within the meaning of the Act.

(h) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary by the Company in connection with the Project and in accordance with the Act all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as required by statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company.

(b) Provided that the Company meets the investment requirement referred to in Section 12-44-30(14) of the Act, on application by the Company pursuant to Section 12-44-30(13), the County shall consider a request of an extension of the Investment Period of up to five (5) years, so that the Project's total investment period, as defined in Section 12-44-30(13) of the Act, may be up to ten (10) years.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would

materially adversely affect the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) Assuming the Act is constitutional, the Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) In accordance with and as required by Section 12-44-40(G) of the Act, the Company commits to a Project which meets the minimum investment level required under the Act.

ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprises the Project.

(b) Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed and to achieve the anticipated investment of \$13 million ([without regard to depreciation](#)) at the Project. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; FEE TERM

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to each stage of the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to each stage of the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to each stage of the Project in an amount not less than the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30, 2013, which the parties understand to be 423.2 mills. Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, the fair market value must be reported at its fair market value for *ad valorem* property taxes as determined by appraisal; and
- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with respect to the property tax year in which Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) If the Company does not achieve at least \$5 million ([without regard to depreciation](#)) of investment at the Project by the end of the Investment Period, then this Fee Agreement terminates and the Payments-in-Lieu-of-Taxes due on the Project are calculated, both retroactively to the Commencement Date and prospectively, as if the exemption for economic

development property under the Act were not allowed. The Company shall remit to the County, within 30 days of receipt of written notice from the County, the difference between (i) the Payments-in-Lieu-of-Taxes due on the Project as calculated under this subsection (d) and (ii) the Payments-in-Lieu-of-Taxes, previously remitted to the County.

(e) If, following the Investment Period, the Company does not maintain through the Fee Term investment at the Project which is equal to a minimum of \$5 million (without regard to depreciation), then this Fee Agreement terminates and the Payments-in-Lieu-of-Taxes due on the Project are calculated, prospectively, as if the exemption for economic development property under the Act were not allowed.

(f) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. More than one piece of replacement property can replace a single piece of economic development property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing. Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the

same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the nineteenth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, (b) termination under a provision of this Fee Agreement or (c) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

SECTION 6.2. *Rescission and Reversion in the Event of Termination.* In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof are subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

ARTICLE VII EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its county council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i), (ii) or (iii) of Section 8.2(b) (including any claim for damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition and carrying out of the Project) and to reimburse them for all reasonable expenses to which any of them might be put in the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its county council members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of

the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its county council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its county council members, officers, agents and employees in any such action or proceeding, except in situations that may present a legal conflict. In such case, the Company shall reimburse the County and its county council members, officers, agents and employees for all reasonable legal costs and expenses associated with the hiring of separate counsel.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers or any other transfers not requiring consent of the County under the Act. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request.

SECTION 8.4. *Administrative Expenses.* The Company shall reimburse the County for its reasonable costs, including attorneys' fees and costs, incurred in the negotiation and approval of this Fee Agreement, exclusive of normal County overhead, including costs and salaries related to administrative, staff employees and similar costs and fees, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is 45 days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$5,000 in the aggregate.

SECTION 8.5. *Accountability Practices.* The Company shall timely file annually with the County Administrator the information required by County Resolution dated December 21, 2010 and attached as Exhibit B.

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. Subject to the following sentences of this Section, the only other remedy available to the County in such event will be to terminate this Fee Agreement. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

SECTION 9.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to

exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 9.4. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof. Termination by the Company under this Section 10.1 does not reduce or eliminate any liability the Company may have as a result of an Event of Default or under Section 5.1(d) of this Fee Agreement.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to the Company:

American Italian Pasta Company
c/o Dwayne Bolling
Manager, Finance
ConAgra Foods, Inc.
Property Tax Group
5645 N. 90th St., MS 90-185
Omaha, NE 68134

With a copy to:

Nelson Mullins Riley & Scarborough, LP
Attention: John C. von Lehe, Jr. or Jennifer W. Davis

151 Meeting Street, Suite 600
Charleston SC 29401
Facsimile: (843) 722-8700

If to the County:

Richland County, South Carolina
220 Hampton Street
Columbia, South Carolina 29201
Attention: County Administrator
Facsimile: (803) 576-2137

With a copy to:

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1201 Main Street, Suite 1450
Columbia, South Carolina 29201

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in Section 3.2 of this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

SECTION 11.10. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and AMERICAN ITALIAN PASTA COMPANY, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk to County Council

AMERICAN ITALIAN PASTA COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

All that certain piece, parcel or lot of land, containing 60.00 acres with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown and designated as Parcel "B" on a plat for American Italian Pasta Company by B.P. Barber & Associates, Inc. dated September 20, 1994, recorded October 7, 1994 in Plat Book 55, page 4834, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron located on the northwestern edge of the right-of-way of Longwood Road (S-40-960) at its point of intersection with the right-of-way of Southern Railroad and running North 47°11'11" West for a distance of 1,793.53 feet to an iron; thence turning and running North 47°27'17" West for a distance of 684.17 feet to an iron; thence turning and running North 47°45'51" West for a distance of 147.72 feet to an iron, this being the POINT OF BEGINNING; thence turning and running North 47°45'51" West for a distance of 1,529.99 feet to an iron; thence turning and running North 34°53'15" East for a distance of 242.74 feet to an iron; thence turning and running North 48°03'08" East for a distance of 1,393.39 feet to an iron; thence turning and running South 54°20'32" East for a distance of 1,490.71 feet to an iron; thence turning and running South 44°11'17" West for a distance of 1,801.77 feet to the POINT OF BEGINNING be all measurements a little more or less.

This being the same property heretofore conveyed to American Italian Pasta Company, a Corporation by deed of Garners Ferry Development Company, a co-partnership dated October 7, 1994 and also recorded October 7, 1994 in Record Book 1223, at page 398.

TMS: 19000-05-03, 04, 09 AND 10

EXHIBIT B
ACCOUNTABILITY PRACTICES RESOLUTION

Richland County Council Request of Action

Subject

Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto **[PAGES 188-195]**

Notes

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

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

**AUTHORIZING AN AMENDMENT TO THE 2003 FEE IN LIEU
OF *AD VALOREM* TAXES ARRANGEMENT BY AND BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA AND AMERICAN
ITALIAN PASTA COMPANY TO PROVIDE AN
INFRASTRUCTURE CREDIT; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Fee Act”), (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes with respect to such investment;

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) to grant credits (“Infrastructure Credits”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi-county industrial park in order to enhance the economic development of the County (collectively, “Infrastructure”);

WHEREAS, pursuant to the Fee Act, the County entered into a Fee Agreement dated as of December 1, 2003 (“Fee Agreement”), with American Italian Pasta Company (“Company”) pursuant to which (i) the Company invested at least \$10 million in the County to expand the Company’s existing manufacturing facility in the County (“Project”) and (ii) the County granted fee-in-lieu of *ad valorem* (“FILOT”) benefits with respect to the Project;

WHEREAS, pursuant to the MCIP Act, the County jointly developed with Fairfield County, South Carolina the I-77 Corridor Regional Industrial Park (“Park”) and the County has previously located the Project in the Park;

WHEREAS, the Company has made and continues to make substantial investment in connection with its manufacturing facility in the County;

WHEREAS, the County wishes to induce the Company to continue to invest in the County and, to assist the Company in paying the cost of certain Infrastructure at the Project, the County desires to grant the Company Infrastructure Credits against the FILOT payments due with respect to the Project;

WHEREAS, as authorized by Section 12-44-40(K) of the [Fee Act](#) and Section 11.7 of the Fee Agreement, the Company and the County desire to amend the Fee Agreement to provide the terms and conditions of the Infrastructure Credits;

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

Section 1. *Statutory Findings.* The County determines that the grant of the Infrastructure Credits (i) directly and substantially benefits the general public welfare of the County by inducing the Company to make further investments in the County, thereby increasing the *ad valorem* tax base of the County, and service, employment or other public benefits not otherwise provided locally; and (ii) gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either. The County further determines that the purposes to be accomplished by the ~~Incentives~~Infrastructure Credits, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the inducement of continued utilization of and growth at 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 of the Infrastructure ~~Credit~~Credits.

Section 2. *Authorization of Infrastructure Credits; Authorization to Execute and Deliver Amendment to Fee Agreement.* The County approves the grant of Infrastructure Credits to the Company. The Chairman of County Council (“Chairman”) is authorized and directed to execute the First Amendment to Fee Agreement, which is in substantially final form as attached as Exhibit A, in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County and approved by the County’s Director of Economic Development on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Amendment; and the Chairman is hereby further authorized and directed to deliver the Amendment to the Company.

Section 3. *Further Assurances.* The County Administrator is hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 4. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chair
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

READINGS:

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

EXHIBIT A
AMENDMENT TO FEE AGREEMENT

FIRST AMENDMENT TO FEE AGREEMENT

This FIRST AMENDMENT TO FEE AGREEMENT (“Amendment”) effective as of May, [], 2014, is by and between Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, and American Italian Pasta Company, a corporation organized and existing under the laws of the State of ~~South Carolina~~ Delaware (“Company”). All capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below).

RECITALS

WHEREAS, the County, acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Fee Act”), (i) to enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes with respect to such investment;

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) to grant credits (“Infrastructure Credits”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi-county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the Fee Act, the County entered into a Fee Agreement dated as of December 1, 2003 (“Fee Agreement”), with American Italian Pasta Company (“Company”) pursuant to which (i) the Company invested at least \$10 million in the County to expand the Company’s existing manufacturing facility in the County (“Project”), and (ii) the County granted fee-in-lieu of *ad valorem* (“FILOT”) benefits with respect to the Project;

WHEREAS, pursuant to the MCIP Act, the County jointly developed with Fairfield County, South Carolina the I-77 Corridor Regional Industrial Park (“Park”) and the County has previously located the Project in the Park;

WHEREAS, the Company has made and continues to make substantial investment in connection with its manufacturing facility in the County;

WHEREAS, the County wishes to induce the Company to continue to invest in the County and, to assist the Company in paying the cost of certain Infrastructure at the Project, the County, by Ordinance No. [], dated May 20, 2014, authorized the grant of Infrastructure Credits to the Company against the FILOT payments due with respect to the Project;

WHEREAS, as authorized by Section 12-44-40(K) of the Fee Act and Section 11.7 of the Fee Agreement, the Company and the County desire to amend the Fee Agreement to provide the terms and conditions of the Infrastructure Credits;

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. Amendment to Fee Agreement. Section 5.1 of the Fee Agreement is amended by inserting the following as subsection (e):

(e) To assist the Company in paying for the cost of certain Infrastructure serving the Project, the County shall grant ~~an~~ Infrastructure ~~Credit~~ Credits against the Company's Payments-in-Lieu-of-Taxes with respect to the Project for property tax year 2014 (for which payment is anticipated to be due in January of 2015). The Infrastructure ~~Credit is~~ Credits are equal to the amount of the deficiency payment, as certified by the South Carolina Department of Revenue ("SCDOR"), that is due for property tax years ~~{2012 and 2013}~~ with respect to the Company's real and personal property invested by the Company in calendar years ~~{2009 through 2012}~~ and located at the Project but not subject to the Fee Agreement. The amount of the Infrastructure ~~Credit shall not exceed~~ ~~{}~~ Credits shall not exceed the amount of the deficiency payment as finally determined by the County to be due based on the asset values during the applicable years determined by the SCDOR and certified to the County by the SCDOR.

2. Remainder of Agreement. Except as described in this Amendment's section 1, the Fee Agreement remains unchanged and in full force.

3. Covenant Not to Seek Refund. The Company covenants not to seek a refund from the County for any over payment of *ad valorem* property taxes or fees-in-lieu of *ad valorem* property taxes on certain real estate, identified by TMS Nos. 19000-05-04, 19000-05-09 and 19000-05-10, for property tax years 2003 through and including 2013.

4. Severability. If a court of competent jurisdiction holds that any term, provision, or any portion of this Amendment is invalid or unenforceable, the remainder of this Amendment is not affected and remains in full force and effect, and each term and provision of this Amendment is valid and enforceable to the fullest extent permitted by the law.

5. Governance. This Agreement is governed by and construed in accordance with the laws of the State.

6. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which is an original but all of which constitute but one and the same instrument.

7. Amendments. This Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

IN WITNESS WHEREOF, the County has executed this First Amendment to 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 First Amendment to 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

By: _____
Norman Jackson, Chairman
Richland County Council

(SEAL)

ATTEST:

By: _____
Michele Onley, Clerk to County Council of
Richland County, South Carolina

AMERICAN ITALIAN PASTA COMPANY

By: _____
Name: _____
Its: _____

Richland County Council Request of Action

Subject

Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto **[PAGES 196-229]**

Notes

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

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

**AUTHORIZING THE CONVERSION AND EXTENSION OF A
1995 FEE IN LIEU OF *AD VALOREM* TAXES ARRANGEMENT
BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA
AND AMERICAN ITALIAN PASTA COMPANY; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), as authorized and empowered under the provisions of Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Agreement with American Italian Pasta Company (“Company”), dated as of December 29, 1995, as corrected by the Corrective Lease Agreement dated as of December 29, 1995, (collectively, “1995 Lease”), pursuant to which (i) the Company invested in excess of \$30,000,000 in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County (“Project”) and (ii) the County provided the Company with fee-in-lieu of *ad valorem* taxes (“FILOT”) benefits with respect to the Project (“Original Fee”);

WHEREAS, FILOT arrangements entered into pursuant to the Original Fee Act required that a county hold title to all of the assets subject to [a](#) FILOT;

WHEREAS, title transfer FILOT arrangements under the Original Fee Act proved difficult to administer and can create business difficulties for companies seeking to grant security interests in assets subject to title transfer FILOT arrangements;

WHEREAS, the General Assembly, recognizing such difficulties, passed a new FILOT act, Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simplified Fee Act”) in 1997 that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

WHEREAS, under Section 12-44-170 of the Simplified Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

WHEREAS, as provided under Section 12-44-170 under the Simplified Fee Act, the Company desires to and has elected to transfer the Project from the Original Fee [Act](#) to a FILOT arrangement under the Simple Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the 1995 Lease; (ii) a continuation of the same fee in lieu of tax payments only for the time required for payments under the 1995 Lease; (iii) a carryover of minimum investment or employment requirements of the Original Fee to the new FILOT; and (iv) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the 1995 Lease;

WHEREAS, pursuant to section 12-44-30(21) of the Simplified Fee Act, a company may apply to the applicable county prior to the expiration of the FILOT arrangement for an extension of the term of the FILOT arrangement for up to ten years and the applicable county council may approve the requested extension by resolution on a finding of substantial public benefit;

WHEREAS, because the FILOT arrangement between the County and the Company has not yet expired, the Company further desires to and has applied to the County for an extension of the term of its FILOT arrangement with the County for ten years; and

WHEREAS, the Company requests the County (i) consent to the Conversion, (ii) approve the extension of the term of its FILOT arrangement, and (iii) execute a simplified fee agreement, the substantially final form of which is attached as Exhibit A (“Agreement”), to (A) achieve the Conversion, (B) cancel, terminate or amend certain documents and financing transactions by and between the Company and the County relating to the Original Fee, including the 1995 Lease; and (C) extend the term of the FILOT arrangement.

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

Section 1. *Consent to Conversion; Authorization to Execute and Deliver Agreement.* The County approves the Conversion and the appropriate cancellation, termination or amendment of any documents, including the 1995 Lease, or financing transactions relating to the Original Fee as may be appropriate to effect the Transfer. The Chairman of County Council, or the Vice-Chairman in the absence of the Chairman, are authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County as may be approved by the Chairman on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Amendment to the Company.

Section 2. *Approval of Extension.* Based on representations by the Company to the County, the County finds that the substantial investment by the Company in the County and the potential for additional investment by the Company in the future provides a substantial public benefit and the County hereby approves the extension of the FILOT arrangement between the County and Company for ten years.

Section 3. *Further Assurances.* The Chairman and the County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 4. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chair
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

READINGS:

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

EXHIBIT A
FORM OF
SIMPLIFIED FEE AGREEMENT

CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO AN EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 29 OF THE SOUTH CAROLINA CODE, 1976 AS AMENDED TO A FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44, OF THE SOUTH CAROLINA CODE, AS AMENDED

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

AMERICAN ITALIAN PASTA COMPANY

DATED AS OF MAY [], 2014

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450 (29201)
POST OFFICE BOX 1509
COLUMBIA, SOUTH CAROLINA 29202-1509
(803) 255-8000**

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CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

This CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) is effective as of May [], 2014, by and between Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Richland County Council (“County Council”) as the governing body of the County, and American Italian Pasta Company, a corporation duly organized and existing under the laws of the State of Delaware (“Company,” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

(a) The County acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 29 Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Simple Fee Act”) (i) to enter into fee-in-lieu of *ad valorem* taxes (“FILOT”) arrangements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain FILOT payments with respect to such investment;

(b) Pursuant to the Original Fee Act, the County entered into a Lease Agreement with the Company, dated as of December 29, 1995, as corrected by the Corrective Lease Agreement dated as of December 29, 1995, (collectively, “1995 Lease”), pursuant to which (i) the Company invested in excess of \$30,000,000 in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County, and (ii) the County provided the Company FILOT benefits with respect to the Project, as defined below (“Original Fee”);

(c) The Original Fee arrangement entered into pursuant to the Original Fee Act required that the County hold title to all of the Project assets subject to the FILOT incentive;

(d) Under the Simple Fee Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentive;

(e) Because the Company has an existing FILOT arrangement with the County, Section 12-44-170 of the Simple Fee Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original Fee Act to a non-title transfer FILOT arrangement under the Simple Fee Act;

(f) The Company elected to transfer the Project from the Original Fee to a FILOT arrangement under the Simple Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the 1995 Lease; (ii) a continuation of the same fee in lieu of tax payments only for the time required for payments under the 1995 Lease; (iii) a carryover of minimum investment or employment requirements of the Original Fee to the FILOT arrangement under the Simple Fee Act; and (iv) the entering into of this Fee Agreement which continues the provisions and limitations of the 1995 Lease;

(g) The County, by Ordinance No. [], dated May [], 2014 (“Fee Ordinance”), consented to the Conversion and authorized ~~to~~ the execution of this Fee Agreement with the Company to (i) achieve the Conversion, and (ii) cancel, terminate or amend certain documents and financing transactions by and between the Company and the County relating to the Original Fee, including the 1995 Lease;

(h) Pursuant to section 12-44-30(21) of the Simple Fee Act, because the Company's FILOT arrangement with the County had not expired, the Company applied to the County for an extension of the term of the FILOT arrangement for ten years; and

(i) Based on representations by the Company, the County, by the Fee Ordinance, (i) determined that, because of the substantial investment by the Company in the County and the potential for additional investment by the Company in the County in the future, the extension of the Company's FILOT arrangement provides a substantial public benefit, and (ii) authorized the execution of this Fee Agreement to extend the Company's FILOT arrangement for ten years.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Bonds” means the Richland County, South Carolina, Industrial Development Revenue Bonds (American Italian Pasta Company Project) Series 1995.

“Chairman” shall mean the Chairman of County Council.

“Clerk of County Council” shall mean the Clerk to County Council.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“County Administrator” shall mean the County Administrator of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section ~~3-1(a)4.1(a)~~ of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section ~~3-6~~4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section ~~3-7~~4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section ~~3-8~~4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under Section 12-44-170(B) of the Simple Fee Act, and which are identified by the Company in connection with their annual filing of a SCDOR PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, as the case may be, except as maybe necessary to take advantage of the effect of section 12-44-160.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefore acquired by the Sponsor during the Investment Period.

“Event of Default” shall mean any Event of Default specified in Section ~~3.13~~5.1 of this Fee Agreement.

“Facilities” means the Project and any non-FILOT assets to which the County holds title pursuant to the Original Fee.

“Fee Payment” means the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to this Fee Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto acquired by the Company during the Investment Period.

“Inducement Agreement” shall mean that certain Inducement Agreement executed between the County and the Company dated December 29, 1994, as amended, supplemented or corrected.

“Inducement Resolution” shall mean that certain resolution adopted by the County Council on September 6, 1994.

“Investment Period” shall mean the period commencing 60 days prior to the date of the Inducement Resolution and ending on December 21, 2000, the date reflected in the 1995 Lease as the termination date of the “Project Acquisition Period”(as such term is defined in the 1995 Lease.)

“Phase” or “Phases” in respect of the Project shall mean for each year of the Investment Period the Equipment, Improvements and Real Property, if any, placed in service during such year.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day 30 years after the last day of the property tax year in which each such Phase of the Project became subject to the terms of the Original Fee. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be December 31, 2030. The Phase Termination Date includes an extension applied for by the Company and authorized by the County under Section 12-44-30(21) following the Conversion.

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company during the Investment Period.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or

Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to ~~Section 3.7(e) or Section 3.8(b)(iii)~~ Sections 4.6, 4.7 or 4.8 of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any ~~item of Equipment~~ Removed Component which is scrapped or sold by the Company and treated as a Removed Component under Section ~~3.6~~ 4.2 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Simple Fee Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) By due corporate action, the County has agreed that, subject to compliance with applicable laws, the items of real and tangible personal property comprising the Project subject to the FILOT arrangement provided in the 1995 Lease shall be considered Economic Development Property under the Simple Fee Act.

(c) In order to maintain the FILOT benefits the Company presently enjoys with respect to the Project, the County approves the transfer of the Project to this Fee Agreement pursuant to the terms of Section 12-44-170 of the Simple Fee Act.

Section 2.2. *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a material default, not waived or cured, under any material company restriction or any material agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to continue operating the Project as a pasta manufacturing facility, and for such other purposes permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property induced the Company to undertake the Project in the County.

(e) The Company has already achieved the minimum investment threshold required by the Simple Fee Act and will maintain the minimum investment through the Fee Term.

ARTICLE III TERMINATION OF ORIGINAL FEE

Section 3.1. *Termination of 1995 Lease; Purchase and Conveyance of Project; Transfer and Conversion of Project.*

(a) Pursuant to Section 11.1 of the 1995 Lease, the Company elects to terminate the 1995 Lease. The County acknowledges the Company's exercise of its option to terminate the 1995 Lease and waives the 30 day notice provision of Section 11.1.

(b) Pursuant to Section 11.2 of the 1995 Lease, the Company elects to purchase the Facilities from the County for \$1.00. The County acknowledges the Company's exercise of its option to purchase the Facilities and certifies the purchase price is \$1.00. The County acknowledges there are (i) no outstanding Lease Rentals, as defined in Section 4.4 of the 1995 Lease, due to the County with respect to the Facilities; (ii) no outstanding payments-in-lieu of *ad valorem* taxes payable pursuant to Section 4.6 of the 1995 Lease with respect to the Project; (iii) no outstanding *ad valorem* taxes payable with respect to the Project; and (iv) no additional amounts due to the County under the 1995 Lease or otherwise.

(c) On receipt of the purchase price, the County shall deliver to the Company documents conveying to the Company good and marketable title to the Facilities, subject to the following: (i) those liens and encumbrances (if any) to which title to the Facilities was subject when conveyed to the County; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in the 1995 Lease; and (iv) Permitted Encumbrances, as defined in the 1995 Lease. The form of a Quitclaim Deed for purposes of conveying title to the real property portion of the Project is attached hereto as Exhibit A. The form of a Bill of Sale for purposes of conveying title to the personal property portion of the Project is attached hereto as Exhibit B.

(d) Pursuant to Section 12-44-170(B) of the Simple Fee Act, the Company elects and the County consents to the transfer of the portion of Project constituting Economic Development Property under the 1995 Lease to a FILOT arrangement under the Simple Fee Act as provided in this Fee Agreement. The Parties agree that the portion of the Project constituting Economic Development Property under the 1995 Lease shall be converted and considered automatically Economic Development Property under the Simple Fee Act and this Fee Agreement. This Fee Agreement continues the same FILOT payments required under the 1995 Lease; this Agreement continues the same FILOT payments only for the time required for the FILOT payments under the 1995 Lease; and the minimum investment requirements of the 1995 Lease have been met by the Company. The Parties agree this Fee Agreement constitutes an "appropriate agreement" between the County and the Company to continue the provisions and limitations of the 1995 Lease.

Section 3.2. *Discharge of Bonds; Prepayment of Lease Rentals.*

(a) Pursuant to Section 9.8 of the 1995 Lease, the Company hereby instructs and requests the County to effectuate a prepayment of the Bonds in whole. Such prepayment shall be deemed to occur on the date of this Agreement.

(b) Pursuant to Section 9.9 of the 1995 Lease, the Company shall effectuate a prepayment of all Lease Rentals due under the 1995 Lease. Prepayment is deemed to occur on the date of this Fee Agreement. The Parties acknowledge and consent to such prepayment occurring on a date other than a Lease Rental payment date, as described in Section 4.4 of the 1995 Lease.

(c) The Parties acknowledge that the Bonds were issued pursuant to the requirements of the Original Fee Act. The purchase of the Bonds by the Company did not generate any actual proceeds of the Bonds. The County has not paid actual funds to the Company to satisfy the principal and interest payments on the Bonds as such obligations were offset by the Company's responsibility to pay Lease Rentals under the 1995 Lease (the Lease Rentals being equal to the principal and interest payments). Because the Company has been both the sole holder of the Bonds, and the party responsible for making Lease Rental payments to provide funds for the payment of principal and interest on the Bonds, rather than actually exchanging funds, the Parties have deemed satisfied their respective responsibilities to pay principal and interest on the Bonds and to pay Lease Rentals under the 1995 Lease. The Parties will likewise deem the Bonds and Lease Rentals prepaid in order to discharge the Bonds. Upon the deemed prepayment in whole of the Bonds, the Parties agree that the Bonds shall be fully discharged and no longer outstanding.

Section 3.3. *Termination of Ancillary Agreements.*

(a) The Parties entered into an Inducement Agreement effective December 29, 1994, as amended, as required under the Original Fee Act and as a precursor to the 1995 Lease. The Inducement Agreement is hereby terminated with such termination to be effective on the date of this Fee Agreement.

(b) The Parties entered into additional agreements in order to facilitate and effect the Original Fee. The additional agreements are hereby terminated with such termination to be effective on the date of this Fee Agreement.

ARTICLE IV FEE PAYMENTS

Section 4.1. *Negotiated Payments.*

(a) The Company shall make Fee Payments on all Economic Development Property comprising each Phase of the Project.

(b) The annual Fee Payment due on each Phase is calculated as follows (subject, in any event, to the required procedures under the [Simple Fee](#) Act and to Sections 4.2 and 4.4 of this Fee Agreement):

Step 1: Determine the fair market value of the Phase of the Project by using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the Project or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to Original Fee, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, as the case may be, under State law, if the property were taxable, except those exemptions specifically

disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Original Fee.

Step 2: As set forth under the 1995 Lease, apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase.

Step 3: As set forth under the 1995 Lease, apply a millage rate of 239.1 (which millage rate shall be a fixed rate for the Fee Term).

The Fee Payment is due on each Phase until the applicable Phase Termination Date, which Phase Termination Date the County and the Company, following Conversion, agreed to extend for 10 years pursuant to Section 12-44-30(21) of the Simple Fee Act. The annual Fee Payment is due on the payment dates prescribed by the County for such payments.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

(b) In the event that the Simple Fee Act or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived hereunder, it being the intention of the County and the Company to continue the FILOT benefits as provided under the Original Fee. In addition, if so requested by the Company and assuming such an arrangement would preserve the Company's FILOT benefits, the County would favorably consider invoking the provisions of Section 12-44-160 of the Simple Fee Act in order to convert this Fee Agreement to a lease arrangement as provided under Section 4-12-30 of the Code.

(c) If the Project is deemed to be subject to *ad valorem* taxation, then the Company shall pay to the County an amount equal to the *ad valorem* taxes that would be levied on the Project by the County, municipalities, school districts, and other political units as if the Project had not been Economic Development Property under the Simple Fee Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT payments have been previously remitted by the Company to the County under this Fee Agreement or the 1995 Lease, shall be reduced by the total amount of FILOT payments made by the Company with respect to the Project pursuant to the terms of this Fee Agreement or the 1995 Lease, and further reduced by any abatements provided by law.

Section 4.2. Fee Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Simple Fee Act, the Company shall make statutory Fee Payments with regard to such Replacement Property as follows:

(a) To the extent that the original income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the Fee Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section ~~3-1-4.1~~ hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section ~~3-1-4.1~~ shall be equal to the lesser of (x) the Replacement Value or (y) the

Original Value, and the Company shall make annual Fee Payments with respect to the Replacement Property until the Phase Termination Date of the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

- (b) To the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the Company shall pay to the County, with respect to the Excess Value, an amount equal the *ad valorem* taxes that would be due if the Replacement Property were not Economic Development Property.

~~Section 4.3. *Reserved*~~

Section 4.3. *Option to Terminate.* From time to time and at any time, including during the continuance of an Event of Default, upon at least 30 days notice, the Company may terminate this Agreement in whole or in part. Upon termination of this Agreement, the Company will become liable for ad valorem property taxes on the Facilities.

Section 4.4. *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project, the Fee Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section ~~3.1~~ 4.1 hereof.

Section 4.5. *Place and Allocation of Fee Payments.* The Company shall make the Fee Payments directly to the County in accordance with applicable law.

Section 4.6. *Removal of Equipment, Improvements or Real Property.* The Company is entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) are no longer ~~be~~ considered a part of the Project and are no longer subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

Section 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate.* If the Project is damaged by fire, explosion, or any other casualty, the Company is entitled to terminate this Agreement.

(b) *Election to Rebuild.* If the Project is damaged by fire, explosion, or any other casualty, and the Company does not elect to terminate this Agreement, then the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section ~~3.1~~ 4.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project are deemed to be Removed Components.

Section 4.8. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become 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, or by voluntary transfer under threat of such taking, or if title to a portion of the Project is taken and renders continued occupancy of the Project commercially infeasible in the judgment of the Company, then the Company may terminate this Fee Agreement as of the time of vesting of title 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 Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company, or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 4.12 hereof.

Section 4.10. Indemnification Covenants. (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person 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. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against 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; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification 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.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and

the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also on the County. Therefore, the Company and the County agree that, in addition to what may be permitted by law and pursuant to the County’s police powers, the County and its authorized agents shall be entitled to inspect the Project or any property associated therewith. Such rights of examination shall be exercised upon such necessary terms and conditions as the Company may prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s confidential and proprietary information that may be subject to disclosure upon such examination. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Transfer and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made with County consent, which may be granted or ratified by resolution of the County Council. The Company shall be permitted to assign this Fee Agreement to any of its affiliates, if any, without County consent.

ARTICLE V DEFAULT

Section 5.1. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company as the case may be, to make, upon levy, the Fee Payments described in this Fee Agreement; provided, however, that the Company, as the case may be, shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure ~~a-by~~ Party to perform any of the other material terms, conditions, obligations or covenants of the Party hereunder, which failure shall continue for a period of ninety (90) days after written notice from the non-defaulting Party specifying such failure and requesting that it be remedied; ~~or.~~

Section 5.2. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the Parties shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the parties under this Fee Agreement.

Section 5.3. Remedies Not Exclusive. No remedy conferred upon or reserved to the Parties under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

Section 6.1. Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be 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 hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Richland County, South Carolina
Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1201 Main Street, Suite 1450
Columbia, South Carolina 29201

AS TO THE COMPANY: American Italian Pasta Company
Attn: Dwayne Bolling
Manager, Finance
ConAgra Foods, Inc.
Property Tax Group
5645 N. 90th St., MS 90-185
Omaha, NE 68134

WITH COPIES TO: Nelson Mullins Riley & Scarborough
Attn: John von Lehe, Esq. or Jennifer Davis, Esq.
Liberty Center, Suite 600
151 Meeting Street
Charleston, South Carolina 29401

Section 6.2. Administrative Expenses. The Company shall reimburse the County for its reasonable costs, including attorneys' fees and costs, incurred in the negotiation and approval of this Fee Agreement, exclusive of normal County overhead, including costs and salaries related to administrative, staff employees and similar costs and fees, as they shall become due, but in no event later than the date which

is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is 45 days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$8,500 in the aggregate.

Section 6.3 Filings. The Company shall notify the South Carolina Department of Revenue, as required by section 12-44-90 of the Act, of the execution of this Fee Agreement. The Company shall deliver a copy of the notification to the County Auditor, County Assessor and County Treasurer.

Section 6.4 Binding Effect. This Fee Agreement is binding, in accordance with its terms, on and inures to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.5 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.6 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, exclusive of the conflict of law provisions which would refer the governance of this Fee Agreement to another jurisdiction.

Section 6.7 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.8 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 6.9 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 6.10 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to continue the FILOT benefits as provided under the Original Fee.

Section 6.11 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 6.12. Force Majeure. Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 6.13. Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Code, the Company and the County hereby waive application of any and all of the recapitulation requirements set forth in Section 12-44-55 of the Code.

*[Remainder of Page Intentionally Left Blank]
[Signature Page Follows.]*

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officers, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chair of County Council

Attest:

Michelle Onley, Clerk to County Council

AMERICAN ITALIAN PASTA COMPANY

By:
Its:

EXHIBIT A
FORM OF QUIT-CLAIM DEED

WITNESS the Grantor's hand and seal as of this ___ day of _____, 2014.

SIGNED, sealed and delivered in the presence of:

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson
Chairman, County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the above-named Richland County, South Carolina by and through Norman Jackson, its Chairman of County Council as attested by Michelle Onley, Clerk to County Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand an official seal this the _____ day of May, 2014.

Notary Public _____
My Commission Expires: _____

ATTACHMENT A

All that certain piece, parcel and tract of land situate lying and being in Richland County, State of South Carolina, containing 60.0 acres, more or less, and more particularly shown as Parcel B on that certain plat prepared for American Italian Pasta Company by B.P. Barber & Associates, Inc. dated September 20, 1994 and recorded October 7, 1994 in the office of the Richland County RMC in Plat Book 55, page 4834. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

LESS AND EXCEPTING:

All that certain piece, parcel and tract of land situate, lying and being in Richland County, State of South Carolina containing 6.144 acres, more or less, more particularly described on that certain plat prepared for the Lanter Company by B.P. Barber & associates dated April 3, 1995 and recorded in the office of the Richland County RMC in Plat Book 56, page 964. Reference to said plat is craved for a fuller description , with all measurements being a little more or less.

DERIVATION: This being the same property conveyed to Richland County, South Carolina by American Italian Pasta Company by Quit-Claim Deed dated December 29, 1995 and recorded December 29, 1995 in the office of the Richland County RMC in Deed Book 1295, page 251, by Corrective Quit-Claim Deed dated December, 1995 and recorded May 1, 1996 in the office of the Richland County RMC in Deed Book 1314, page 122, and Corrective Quit-Claim Deed dated February 11, 2000 and recorded February 29, 2000 in Deed Book 388, Page 528.

TMS No. _____ (formerly 18900-02-01)

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this ____ day
of _____, 2014.

Notary Public for _____
My commission expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, partnership, or a trust in order to become, or as, a stockholder, partner or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

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(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

EXHIBIT B
FORM OF BILL OF SALE

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is given as of the ___ day of May, 2014, by RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), to AMERICAN ITALIAN PASTA COMPANY, a corporation duly organized under the laws of the State of Delaware (“Company”). All terms used ~~by~~ but not defined herein have the meaning given in the Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement dated May [], 2014 between the County and the Company (“Fee Agreement”).

RECITALS:

On December 29, 1995, the Company and the County entered into a fee-in-lieu of taxes arrangement (“Original Fee”) pursuant to Title 4, Chapter 29 of the South Carolina Code of Laws, as amended (“Code”). In connection therewith, the Company (i) transferred to the County its Project in the County, consisting, in relevant part, of real and personal property (“Property”) and (ii) entered into a Lease Agreement dated as of December 29, 1995 (filed in Deed Book 1295, Page 223 in the Register of Deeds Office for the County), as corrected by the Corrective Lease Agreement dated as of December 29, 1995 (filed in Deed Book 1314, Page 127 in the Register of Deeds Office for the County) (collectively, the “1995 Lease”), with the County pursuant to which the County leased the Project to the Company and which 1995 Lease provided for fee-in-lieu of taxes treatment for the Project.

Pursuant to Section 12-44-170 of the Code, the Company and the County desire to convert from the Original Fee to a fee-in-lieu of taxes arrangement provided for by Title 12, Chapter 44 of the Code (“Simple Fee Act”). In connection therewith, the County desires to reconvey the Property to the Company and to convert the 1995 Lease to a fee agreement authorized by the Simple Fee Act.

Pursuant to an ordinance enacted on May [], 2014 (“Fee Ordinance”), the County Council of Richland County, South Carolina, authorized the conversion of the Original Fee into fee-in-lieu of taxes arrangement provided for by the Simple Fee Act (“Simple Fee Arrangement”), including without limitation, the above-described reconveyance of title to the Company, termination of the 1995 Lease and execution of the Fee Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant, bargain, sell, transfer, and convey to the Company all of the property and assets held by it whether real or personal, in connection with the Original Fee, including all machinery, equipment, fixtures, goods, furniture and office equipment and other personal property now or hereafter located on or acquired in connection with the construction of improvements on the land described on Attachment A which would be subject to South Carolina property taxes but for the Simple Fee Arrangement, including but not limited to, the property described on Attachment A-1 attached hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor.

The County represents and warrants that it is the true and lawful owner of the property described herein; that it has full power, right and lawful authority to execute and deliver this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson
Chair, County Council

Attest:

Michelle Onley
Clerk to County Council

ATTACHMENT A

All that certain piece, parcel and tract of land situate lying and being in Richland County, State of South Carolina, containing 60.0 acres, more or less, and more particularly shown as Parcel B on that certain plat prepared for American Italian Pasta Company by B.P. Barber & Associates, Inc. dated September 20, 1994 and recorded October 7, 1994 in the office of the Richland County RMC in Plat Book 55, page 4834. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

LESS AND EXCEPTING:

All that certain piece, parcel and tract of land situate, lying and being in Richland County, State of South Carolina containing 6.144 acres, more or less, more particularly described on that certain plat prepared for the Lanter Company by B.P. Barber & associates dated April 3, 1995 and recorded in the office of the Richland County RMC in Plat Book 56, page 964. Reference to said plat is craved for a fuller description , with all measurements being a little more or less.

DERIVATION: This being the same property conveyed to Richland County, South Carolina by American Italian Pasta Company by Quit-Claim Deed dated December 29, 1995 and recorded December 29, 1995 in the office of the Richland County RMC in Deed Book 1295, page 251, by Corrective Quit-Claim Deed dated December, 1995 and recorded May 1, 1996 in the office of the Richland County RMC in Deed Book 1314, page 122, and Corrective Quit-Claim Deed dated February 11, 2000 and recorded February 29, 2000 in Deed Book 388, Page 528.

TMS No. _____ (formerly _____)

ATTACHMENT A-1

All machinery, equipment, fixtures, goods, furniture, office equipment, and all other personal property and fixtures located on, or acquired in connection with, the construction of improvements on the land described in Attachment A.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance [**PAGES 230-234**]

Notes

April 22, 2014 - The Committee recommended the establishment of a new Drainage Improvement Program to address drainage and localized flooding problems for both existing and future development in Richland County with the understanding that citizens are to pay for the cost of materials. Staff is to review the responsibilities of property owners.

First Reading: May 6, 2014

Second Reading:

Third Reading:

Public Hearing:

AMENDED

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; DIVISION 2, PUBLIC WORKS; SECTION 2-197, USE OF COUNTY EQUIPMENT BY PRIVATE PARTIES AND DURING PUBLIC EMERGENCIES; AND CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-4, DRAINAGE ON PRIVATE PROPERTY; AND SECTION 21-16; SO AS TO BROADEN THE CIRCUMSTANCES UNDER WHICH THE COUNTY MAY PERFORM EMERGENCY MAINTENANCE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Emergencies; is hereby amended to read as follows:

Sec. 2-197. Use of county equipment by private parties and during public emergencies.

(a) *Use and operation of county equipment.* Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.

(b) *Public emergency.* A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, ~~commercial~~ plane crash, ~~passenger~~ train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, ~~forest~~ fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, ~~and~~ health, the environment, and prevent substantial property loss.

(c) *Records.* In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the manhours involved.

(d) *Reimbursement.* The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

AMENDED

(e) *Violation.* The failure to comply with this section shall be grounds for suspension, removal or termination.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-4, Drainage on Private Property; is hereby amended to read as follows:

Sec. 21-4. Drainage on private property.

(a) Drainage improvements and/or maintenance will be undertaken by county forces on private property only:

- (1) When the drainage system involved has been designed, approved and constructed in accordance with the county's Stormwater Management, Erosion and Sediment Control Regulations (§§ 26-202, 26-203) and accepted by the county, or
- (2) When there is a clear and substantial public interest served in doing so and drainage easements are granted to the county on all of the property involved. Improvements and/or maintenance with an estimated material cost in the amount of five thousand dollars (\$5,000.00) or less may be approved by the county administrator. Drainage improvements and/or maintenance in excess of five thousand dollars (\$5,000.00) in material costs shall be reviewed and approved by County Council. For the purpose of this section, a public interest is defined as:
 - a. The correction of a serious health hazard or environmental concern, as designated by county or state ~~health~~ officials, affecting multiple residences ~~and beyond the responsibility of an individual property owner~~.
 - b. The correction of a malfunction or inadequacy of the drainage system within the right-of-way of a publicly maintained street or road.
 - c. The correction of drainage problems associated with projects constructed by the county.
 - d. The maintenance of the structural integrity of the existing drainage infrastructure of the county.
 - e. The improvement of drainage for the benefit of the community. To benefit the community, drainage improvements must eliminate flooding that directly affects a minimum of four (4) residences and/or businesses situated on individual lots or inundates a public road.
 - f. However, correction of minor ditch erosion problems on private property will not be considered a substantial public interest.

AMENDED

~~Note: Correction of minor ditch erosion problems on private property will not be considered a substantial public interest.~~

~~(3) Emergency maintenance and/or improvements of private drainage facilities, including natural resources (such as streams), may be undertaken when the following conditions exist and the requirements of Subsection (a) (2), above, cannot be met:~~

- ~~a. The correction of a serious health or environmental hazard, as designated by county or state officials, affecting a single residence and beyond the ability of an individual property owner to resolve.~~
- ~~b. Improvements and/or maintenance that eliminate flooding of less than four (4) residences and/or businesses.~~
- ~~c. Improvements and/or maintenance of an existing drainage facility, failure of which may result in property damage to downstream properties or potential loss of life.~~
- ~~d. The provision of emergency maintenance will not create a maintenance responsibility for Richland County. A temporary right-of-entry will be required of the property owner, covering only the time which the emergency maintenance is performed.~~

~~Improvements and/or maintenance with an estimated material cost in the amount of five thousand dollars (\$5,000.00) or less may be approved by the county administrator. Drainage improvements and/or maintenance in excess of five thousand dollars (\$5,000.00) in material costs shall be reviewed and approved by County Council.~~

~~(b) Construction materials must be furnished by the property owner or others prior to the County undertaking any drainage improvement and/or maintenance under subsection (a) (3), above.~~

~~(bc) Easements or temporary rights-of-way ~~will~~ must be obtained for any existing or proposed drainage facilities on private property before any work is performed thereon by county forces. Easements for maintenance of drainage facilities constructed without the county's approval of plans or inspections will not be accepted unless the property owners execute a hold harmless agreement and release the county from all claims resulting from deficiencies of the facilities.~~

~~(ed) Except where the county has accepted an easement for maintenance of drainage facilities on private property as provided herein, maintenance is the responsibility of the property owner.~~

AMENDED

SECTION III. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-16, Work on Private Property; is hereby amended to read as follows:

Sec. 21-16. Work on private property.

The county department of public works is prohibited from performing any work on private property not specifically authorized under the provisions of this ~~section~~ Article except in emergency situations involving public health or safety and authorized, in writing, by the county administrator.

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

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2014 (tentative)
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Septic and Storm Drainage Problems in Suburbs [**PAGES 235-347**]

Notes

May 27, 2014 - The Committee recommended moving this item to the Consolidation – Privatization Ad Hoc Committee.

Richland County Council Request of Action

Subject: Septic and Storm Drainage Problems in Suburbs

A. Purpose

County Council is requested to develop a plan to eliminate the septic and storm drainage problems in the suburbs.

B. Background / Discussion

During the July 16, 2013, Councilman Jackson made the following motion:

“Develop a plan to eliminate the septic and storm drainage problems in the suburbs and complete and tie into the city sewer and storm water systems.”

This motion was forwarded to the D&S Committee for further consideration.

C. Legislative / Chronological History

This motion was referred to the D&S Committee during the July 16, 2013 Council meeting.

D. Financial Impact

The financial impact of developing and implementing a plan to eliminate septic and storm drainage problems in suburbs in general is not available. Additional guidance from Council is needed to determine the goal of the study and the boundaries and extent of the study area. Once this information is provided, the financial impact can be determined.

E. Alternatives

1. Authorize staff to develop a scope of work, solicit a proposal from a consultant and bring a recommendation back to Council for proceeding with a study.
2. Do not approve the development of a plan.

F. Recommendation

It is recommended that Council approve the request to hire a consultant to develop a plan to eliminate the septic and storm drainage problems in the suburbs as identified by County Council.

Recommended by: Councilman Norman Jackson

Date: 3/10/14

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 3/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation supports additional information if the request is an item Council wants to consider

Procurement

Reviewed by: Rodolfo Callwood

Date: 3/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Utilities

Reviewed by: Andy H. Metts

Date: 3/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: A plan was developed a few years ago to address the septic tank problem communities in Richland County as identified on the SC DHEC sewer needs list. This plan is available for review and updating.

Legal

Reviewed by: Elizabeth McLean

Date: 3/12/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 3/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

RICHLAND COUNTY MASTER PLAN

**TO SERVE
FOURTEEN SEPTIC TANK PROBLEM AREAS
CURRENTLY ON THE
SCDHEC 2000 COMMUNITY SURVEY FOR SEWER NEED LIST
AND THE
RIVERSIDE FOREST COMMUNITY**

Prepared For
Richland County Council
Richland County, South Carolina

Prepared By
Burkhold Planning and Management
1410 St. Andrews Road, Suite 250
Columbia, South Carolina 29210

JANUARY 15, 2000
(REVISED APRIL 6, 2000)

Draft of April 6, 2000

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EXECUTIVE SUMMARY

This evaluation of the twelve septic tank problem areas identified in the CMRPC report prepared by HPG, Inc., as well as the Riverside Forest, Marley Drive and Eve Street Neighborhoods has resulted in the following conclusions:

- The total project cost to serve the 15 areas is \$13,100,675.00.
- There were seven financial scenarios addressed in the plan.
- There are four implementable financial options addressed in detail.
- There are two ways these projects can be funded, individually and as a group of twelve.
- The following areas can be stand alone assessment districts:

Belmont
Belvedere
Fairlawn Court
Roosevelt Village (or Broad River Heights)
Skyview Terrace

- The following areas can be stand alone tax districts:

Belmont
Belvedere
Fairlawn Court
Roosevelt Village (or Broad River Heights)
Skyview Terrace

- The following areas require a grant to stand alone as assessment districts:

Haskel Heights
Seminole Road
Starks Terrace
Nelson-Boswell
Lower Richland
St. Andrews Terrace
Riverside Forest
Marley Drive
Eve Street

- The following areas require a grant to stand alone as tax districts:

Haskel Heights
Seminole Road
Starks Terrace
Nelson-Boswell
Lower Richland
St. Andrews Terrace
Riverside Forest
Marley Drive
Eve Street

- As a group of fifteen, the projects can be constructed using a combined assessment district of the twelve separate areas.

Clean Water SRF funding would be used
A 4 percent interest rate is available
Backed by a Revenue Bond supported with assessments
Annual assessment of approximately \$274.54 per year
Assessment billed with annual tax notice

- As a group of fifteen, the projects can be constructed using a combined tax district.

Clean Water SRF funding would be used
A 4 percent interest rate is available
Backed by a Revenue Bond supported with taxes
Combined one mill = \$4,562.24
Annual millage = 125 mills
Annual tax could average approximately \$274.54 per year
Special tax billed with annual tax notice

- The projects are presented in a six-year capital improvement format as stand alone and combined in table 6.
- The combined assessment district is the recommended financial option as it meets the goals of this plan.
- Grant funds should be sought for all areas when possible to reduce the average cost of each area. Contact has been made with the state to issue a variance on the use of assessments with grant funds.
- Any reduction in cost in any given area would be spread over the entire district if allowed by the grant agency.

I. INTRODUCTION

A. Introduction

Richland County Council has long been recognized as a leader in the planning of needed public services to residents and property owners within the County. In the area of wastewater service, as early as 1974 the County participated in an in-depth multi-county EPA 201 sewer facilities plan to expand the installation of public sewer systems where needed throughout the County.

It was not until Home Rule was passed that the County had the power to provide sewer service directly to its citizens. The first 201 Planning Study, prepared in 1974, was updated in 1984 with particular emphasis placed on the provision of sewer service to septic tank problem areas within selected portions of the County. The septic tank problem areas were identified with the assistance of the Richland County Sanitarian in the County Health Department. It was at that time that Richland County became actively involved in providing both collection and treatment service to its residents. In some cases, such as in areas served by the City of Columbia, the County's role was to facilitate the implementation of collector lines. In addition, the County was to work with the City to obtain industrial grants and loans to install lines for economic development purposes. The County became a treatment and transportation provider for the first time by virtue of the acquisition of the Hollingshed Creek Waste Treatment Plant and Transportation System.

Richland County has also been involved at the micro level in retrofitting sewer systems within existing subdivisions through the use of Sewer Assessment Districts and grant programs. This effort has been successful in areas where the homeowners were able to afford the property assessment and in low to moderate income areas where grants were available. In areas where the income level was too low to support an assessment, the County has focused on grant funds to provide the proposed service. The use of grant funds is extremely competitive; therefore, the provision of service to the low and moderate income areas has been somewhat slow. Extensive effort has been placed in developing and constructing full sewer infrastructure service to areas such as the Arthurtown-Little Camden-Taylor's study area, the Atlas Road area as well as the Town of Eastover. Other areas served to date are Chartwell, Greenview, Fairwall, Farrow Terrace, South Beltline and Galaxy.

This report was initiated by a concern, on the part of the Richland County Council:

- 1) that the growth within the County be orderly;
- 2) that adequate sewer service be provided to homes with unhealthy disposal systems and;
- 3) to reduce the number (20,560 according to the 1990 Census) of individual or single home systems.

B. Purpose

The purpose of this report is to define a plan for Richland County that will identify the potential funding sources for fourteen poorly operating septic tank disposal systems within the County planning area that are contained in the SCDHEC Wastewater Priority List, May 1999 and the February 2000 Community Survey for Sewer Need. In addition, there is a major need for sewer service within the Riverside Forest Community. This neighborhood is in an area where rock is predominant and septic tanks perform poorly.

The following steps or decision points must be addressed in order to properly evaluate the system. These steps are:

1. Define the project to the twelve septic tank priority areas on the SCDHEC list. In addition, the County has added the Riverside Forest, Marley Drive and Eve Street neighborhoods to this plan.
2. Evaluate the users within the areas and identify their property values.
3. Prepare updated cost estimates of the fifteen projects.
4. Determine capital contribution available from all sources.
5. Determine financial options for funding as individual or joint projects.
6. Develop annual O&M cost for each area.
7. Develop a total annual cost for each area.
8. Develop a financial strategy for each area.

Generally, this study will provide the basis for the selection of a financial plan for Richland County that will meet the existing needs of the planning area and eliminate fourteen septic tank problem areas on the SCDHEC priority list as well as the Riverside Forest neighborhood. The duration of the planning period is five years.

C. GOALS

The following goals and objectives are established for this study:

- Goal: To provide a safe and long term sewage collection, treatment, and disposal system to eliminate twelve neighborhoods on the SCDHEC priority list that are identified as septic tank problem areas within the Richland County study area. Riverside Forest, Marley Drive and Eve Street have been added to this goal.
- Objective 1: To identify and provide preliminary design of systems to serve areas within the planning area presently without (or with inadequate) long term sewage collection, transportation, treatment, and disposal systems.
- Objective 2: To plan for a sewage collection, transportation, treatment, and disposal system that is environmentally harmonious, which safeguards human health, and which provides for multiple uses of facilities.

D. Scope of Services

1. Review and update the cost of the fifteen target communities to represent current cost indices.
2. Compare the current SCDHEC priority list to the priorities identified in the plan and adjust rankings accordingly.
3. Identify all funding sources available to Richland County.
4. Develop funding scenarios for implementing the sewer plans for each neighborhood independently or in conjunction with other neighborhoods.
5. Prepare a six-year implementation plan that will allow for the provision of sewer to the neighborhoods in question.
6. Prepare items 1 through 5 for the Riverside Forest community.
7. Prepare a summary of the plan amendments for presentation at any public meetings required by the County.

II. WASTEWATER SYSTEMS

A. Introduction

Richland County has been involved for over 15 years in the installation of a regional sewer system that is development driven, located primarily in the southwest Broad River planning area. The area is located south and west of the Broad River, and north and northeast of the Lake Murray-Saluda River corridor. The County constructed a new wastewater treatment plant in this area that is known as the Broad River Regional Wastewater Treatment Plant. This plant provides services to the area that lies between the intensely developed Irmo area and the rapidly changing Chapin area. The County acquired the existing Nicholas Creek Waste Treatment Plant and expanded that facility to serve as a regional waste treatment facility. In addition, the County constructed a 750,000 gallon per day wastewater treatment plant that will serve the Town of Gaston and a local industry.

There are several portions of the County that are served by other providers, such as the City of Columbia, the East Richland County Public Service District, Alpine Utilities, Bush River Utilities, and Palmetto (formerly Wildewood) Utilities, as well as several small private water/sewer service companies.

B. Wastewater Collection (Retrofit) Alternatives

The initial step in determining the cost of retrofitting sewer service to portions of Richland County currently not served is to address two known quantities. The first of these is the cost incurred to date by Richland County to serve several septic tank problem areas. The second step is to update the cost of the septic tank problem area list from the 1984-208 plan and the HPG plan prepared for Central Midlands cited below. Finally new costs were developed for the Riverside Forest, Marley Drive and Eve Street neighborhoods.

To date, Richland County has expended \$4,105,891 to retrofit 1,894 units in six areas. The result is an average cost of \$2,167.84 per unit to retrofit sewer.

The septic tank alternative areas were taken from a report entitled "Planning Study – Sixteen Neighborhoods in Richland County", prepared for the Central Midlands Regional Council of Governments by HPG and Company in July 1994. The costs indices have been increased to year 2000 dollars by using both current unit cost and the "Engineering News Record Cost Indices". In addition, the cost of the Riverside Forest community system was developed from an estimate prepared for the homeowners by Roberson Engineers in February 1999. Finally, the Marley Drive and Eve Street areas were developed from an estimate prepared by the Richland County Utilities Department in April 2000.

The total cost of serving the remaining fifteen areas is \$13,100,675 in year 2000 dollars. The cost of retrofitting all existing septic tank areas within Richland County with sewer service is estimated to be in excess of \$49,000,000. The cost per unit to construct collector systems will vary from area to area.

Richland County has experience in retrofitting collector sewers in four areas for which total cost and number of units served were available. They are:

1. Chartwell

Total cost = \$160,786
Number of houses = 72
Cost per house = \$2,233

2. Galaxy

Total cost = \$793,261
Number of houses = 266
Cost per house = \$2,982

3. Greenview

Total cost = \$1,448,264
Number of houses = 903
Cost per house = \$1,604

4. South Beltline

Total cost = \$1,703,580
Number of houses = 653
Cost per house = \$2,608

5. Combined Total

Total cost = \$4,105,891
Number of houses = 1894
Cost per house = \$2,167.84 average per unit

The 1990 Census of Population inventories the method in which sewer service was provided to all housing units within Richland County. Of the total, 88,396 housing units were served with some form of public sewer, representing 80.7% of the 109,564 total housing units reported receiving this service. Housing units on septic tank or cesspool numbered 20,560, representing 18.8% of the units. The census data had 608 or 0.05% "other," units.

While the data indicates that 18.8% of the housing units are served by septic tanks or cesspools, the data did not define whether units with no plumbing were included. This report assumes that all 608 "other" lack plumbing in the housing unit.

It is an interesting statistic that although only 18.85% of the housing units are not served by regional sewer, some 59% of the population reside in the un-incorporated portions of the County. This statistic is a favorable one and minimizes the ultimate cost of the overall plan.

The year 2000 census of population is certain to produce significantly larger numbers of homes on regional service. In order to be granted approval for construction the County and SCDHEC have required most new subdivisions to have regional sewer service rather than septic tank service. In some cases where there is no regional sewer nearby, large lot subdivisions are approved both by the County and SCDHEC. The growth in the County has been phenomenal, especially in the Northeast and Dutch Fork portions of the County. The anticipated new data does not demonstrate needs of the 18,000 plus homes that need regional service.

Based on this data, the following cost can be developed:

1. Cost to develop collector systems.

$$18,666 \text{ housing units} \times \$2,167.84 = \$40,464,901$$

2. Cost to retrofit units with plumbing.

$$608 \text{ housing units} \times \$15,000 = \$9,120,000$$

3. Cost of interceptor systems and treatment systems.

(See regional alternatives in the Richland County Sewer Master Plan, prepared by Power Engineering, Inc., February 1995.)

In May 1999, the S.C. Department of Health and Environmental Control issued, as a part of the "FY 1993-1997 Priority List", an updated priority list of environmentally distressed communities for sewer needs. That list contained 179 communities throughout the state, 19 of which had been submitted by Richland County. This data is seen in Appendix A. The funding of these facilities is possible in the near future; however, the construction of waste treatment plants and major interceptor sewer takes precedence. Precedence is also given on a first come – first served basis, so attention to speed in implementation of the recommendations of this plan is of the essence.

There are 2,396 Richland County units in the fourteen areas listed on Appendix A and in the Riverside Forest Community.

III SYSTEM PRIORITIES

There are fourteen septic tank retrofit areas included in this study, ranked by the SCDHEC according to priority of need. Sewer ratings on the SCDHEC list range from a low of 1.00 to a high of 3.94. The higher the rating, the greater the identified need. The one community not on the SCDHEC priority list is Riverside Forest. This community was formerly on the list as Elm Abode but was removed for unknown reasons.

City of Columbia connection (or tap) fees have not been included in the cost estimate. City policy in the past has been that if the County constructed collection lines in a neighborhood and then turns the system over to the City upon completion of the construction, neither the County nor the residential area is required to pay a connection fee. Residences connecting to the system after it is taken over by the city pay the normal out-of-city fees. Impact fees have been included for each residential unit. The impact fee per residence charged by the City of Columbia is currently \$500.

There are twelve of the original sixteen septic tank problem areas from the CMRPC study that have not received service as yet. In addition, the county has added the Riverside Forest, Marley Drive and Eve Street communities to the list of priority projects. Each is presented graphically in Appendix B and C. Appendix B presents the location of the project, and Appendix C presents the proposed sewer system layout. Appendix D contains a complete summary of each of the twelve neighborhoods, including the low and moderate-income percentages upon which the decision to include laterals to each house were based. Not all areas meet this requirement for laterals. Each neighborhood is delineated as follows:

A. Lower Richland Area

The Lower Richland area is ranked twelfth on the SCDHEC 1999 Community Survey for Sewer and Water Needs. Its rating was 3.19 while it is ranked number 13 on the SCDHEC February 2000 Community Survey for Sewer Need.

At the time of their January 1991 survey, only 13 of the 47 residences surveyed had an on-site disposal system that appeared to be functioning. Thirty-one homes had a non-functioning system; two had indoor plumbing but no apparent disposal system; one did not have in-house plumbing. There are 170 lots within the service area.

The closest provider of public wastewater service is the City of Columbia. Columbia currently has a line extended to the site of the new Richland County Detention Center, which is located off Bluff Road about three miles from the Lower Richland neighborhood. A pump station would pump wastewater from the entrance to the neighborhood into the sewer line serving the detention center. A preliminary layout to provide the Lower Richland area with wastewater service is shown in Figure I-3 in Appendix C taken from the HPG study. An estimate of the probable cost to construct the system follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1.	8-inch gravity sanitary sewer lines (6-8 in. deep)	22,000 lf	\$18	\$396,000
2.	Manholes	55 each	\$1,500	\$82,500
3.	Pump station	1 each	\$65,000	\$65,000
4.	4-inch force main	15,000 lf	\$6	\$90,000
5.	Service wyes	95 each	\$175	\$16,625
6.	Service line	2,500 lf	\$7	\$17,500
7.	Cut and replace pavement	28,700 lf	\$12	\$344,400
8.	Resurface roadway	43,200 sy	\$5	\$216,000
	Total Construction			\$1,228,025
	Engineering			\$127,000
	Contingencies			\$100,000
	Impact fees			\$47,500
	Administration			<u>\$35,000</u>
	TOTAL PROJECT COST			\$1,537,525

Cost of connection of each home to the main collection system has also not been included in the cost estimate as it is not believed that residents in the area would qualify for this type of assistance. See Appendix D.

B. Haskell Heights

Public sewer service is not available to the Haskell Heights area at the present time. Homes in this area are served by individual, owner maintained septic tanks. The 1987 survey conducted by SCDHEC shows of the 97 residences surveyed, only 35 homes had an apparently functioning on-site wastewater disposal system. Sixty-one residences had a non-functioning disposal system and one home had no system at all. There are 309 lots within the area. The project is ranked number 35 on the SCDHEC priority list and 22 on the SCDHEC February 2000 Community Survey for Sewer Need.

The closest public wastewater system would appear to be that of the City of Columbia. Service is available by way of an existing 15-inch gravity sewer line located southeast of Allen Street approximately 400 feet from the intersection of Allen and Hutchinson Streets. A preliminary layout for a collection system for the area is provided in Figure II-3 in Appendix C taken from the HPG study. Probable cost to construct the system is estimated as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines	15,380 lf	\$18	\$276,840
2.	Manholes	51 each	\$1,500	\$76,500
3.	Service wyes	98 each	\$175	\$17,150
4.	Service line	9,800 lf	\$7	\$68,600
5.	Cut and replace pavement	15,000 lf	\$12	\$180,000
6	Resurface roadway	36,000 sy	\$5	\$180,000
	Total Construction			\$799,090
	Engineering			\$90,900
	Contingencies			\$79,000
	Impact fees			\$79,000
	Administration			\$49,000
	TOTAL PROJECT COST			\$1,097,490

The estimate includes the cost to connect all occupied housing units to the new wastewater system. The cost for abandoned structures, commercial buildings, and churches has not been included. It was assumed that the owners of these facilities that are non-residential units would pay for the cost of their connection. See Appendix D.

C. Booker Heights

Public sewer service is not available to the Booker Heights area at the present time. Residential units are served by owner-maintained individual septic tanks. The June 1992 survey conducted by SCDHEC shows of the 77 residences surveyed, only 36 homes had an apparently functioning on-site wastewater disposal system; forty residences had a non-functioning disposal system; one home had no apparent on-site system at all. There are only 56 lots within the area. This area was ranked 34 on the SCDHEC Community Survey of Sewer Needs issued in February 2000.

The closest public wastewater system would be that of the City of Columbia. Service is available just south of Booker Heights near the Crane Forest Subdivision. A preliminary layout for a collection system for the area is provided on Figure III-3 (Appendix C) taken from the HPG study. Probable cost to construct the system is estimated as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8 in. deep)	12,780 lf	\$18	\$230,040
2.	8-inch gravity sanitary lines (over 8" deep)	1,000 lf	\$25	\$25,000
3.	Manholes	49 each	\$1,500	\$73,500
4.	Service wyes	89 each	\$175	\$15,575
5.	Service line	8,900 lf	\$7	\$62,300
6.	Pump station	1 each	\$35,000	\$35,000
7.	4 inch force main	900 lf	\$6	\$5,400
8.	Cut and replace pavement	10,070 lf	\$12	\$120,840
9.	Resurface roadway	14,210 sy	\$5	\$71,050
	Total Construction			\$638,705
	Engineering			\$74,000
	Contingencies			\$57,900
	Easement acquisition			\$7,500
	Impact fees			\$44,500
	Administration			\$20,000
	TOTAL PROJECT COST			\$842,605

The estimate does not include the cost to connect the housing units to the new wastewater system. It is not believed that the neighborhood is eligible for this type of assistance. See Appendix D.

D. Broad River Heights (or Roosevelt Village) Neighborhood

Figure V-3 in Appendix C from the HPG study shows the existing sewer lines in the Roosevelt Village (or Broad River Heights) neighborhood. Public sewer service is not available to a portion of the Roosevelt Village (or Broad River Heights) area at the present time. This is generally the area bounded by McRae, Gibson, Hart and Clement Streets. The remainder of the area is provided service by the City of Columbia. Residences in the area not served by Columbia are served by individual, owner maintained owner septic tanks.

The August 1991 survey conducted by SCDHEC shows of the 76 residences surveyed, 41 homes had an apparently functioning on-site wastewater disposal system, and 35 residences had a non-functioning disposal system. Roosevelt Village (or Broad River Heights) is ranked number 55 on the SCDHEC list for communities with sewer needs, and is the fourth highest-ranking area in Richland County included on that list. There are 303 lots within the area. Its rating is 2.38 on the SCDHEC Priority List and 43 on the SCDHEC Community Survey of Sewer Need.

A layout for providing sewer service to the remainder of the Roosevelt Village (or Broad River Heights) Neighborhood is provided in Figure V-3 in Appendix C of the HPG study. Also shown are existing lines. The estimated probable cost for the work is as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8" deep)	11,390 lf	\$18	\$205,020
2.	Manholes	44 each	\$1,500	\$66,000
3.	Service wyes	81 each	\$175	\$14,175
4.	Service line	8,100 lf	\$7	\$56,700
5.	Cut and replace pavement	6,260 lf	\$12	\$75,120
6.	Resurface roadway	7,950 sy	\$5	\$39,750
	Total Construction			\$456,765
	Engineering			\$56,600
	Contingencies			\$38,000
	Easement acquisition			\$18,000
	Impact fees			\$40,500
	Administration			\$20,000
	TOTAL PROJECT COST			\$629,865

The estimate does not include the cost to connect the housing units to the new wastewater system. It is not believed that the neighborhood is eligible for this type of assistance. See Appendix D.

E. Seminole Road

Public sewer service is not available to the Seminole Road neighborhood at the present time. Residential units in the area are served by individual, owner-maintained septic tanks. The August 1991 survey conducted by SCDHEC shows of the 61 residences surveyed, 37 homes had an apparently functioning on-site wastewater disposal system, and 24 residences had a non-functioning disposal system. There are 111 lots within the area. Seminole Road is ranked number 62 on the SCDHEC List for Communities with Sewer Needs, and is the fifth highest-ranking area in Richland County included on that list. Its rating is 2.18 on the Priority list and 50 on the Community Sewer list.

A layout for providing sewer service to the Seminole Road Neighborhood is provided in Figure VI-3 (Appendix C) from the HPG report. The estimated probable cost for the work is as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines	12,780 lf	\$18	\$230,040
2.	Manholes	46 each	\$1,500	\$69,000
3.	Pump station	3 each	\$35,000	\$105,000
4.	4" force main	5,600 lf	\$6	\$33,600
5.	Service wyes	82 each	\$175	\$14,350
6	Service line	2,100 lf	\$7	\$14,700
7.	Cut and replace pavement	9,500 lf	\$12	\$114,000
8.	Resurface roadway	13,500 sy	\$5	\$67,190
	Total Construction			\$648,190
	Engineering			\$75,000
	Contingencies			\$56,000
	Easement acquisition			\$7,500
	Impact fees			\$41,000
	Administration			\$20,000
	TOTAL PROJECT COST			\$847,690

The estimate does not include the cost to connect the housing units to the new wastewater system. It is not believed that the neighborhood is eligible for this type of assistance. See Appendix D.

F. Starks Terrace

The Starks Terrace Neighborhood is ranked 64th on the SCDHEC Community Survey for Sewer and Water Needs with a rating of 2.03 and 53rd on the SCDHEC Community Survey for Sewer Need. It is sixth of the areas in Richland County that are included on the SCDHEC listing. At the time of their December 1991 survey, 65 of the 99 residences surveyed had an on-site disposal system that appeared to be functioning. Thirty-four homes had a non-functioning on-site system. There are 220 lots within the area.

The closest provider of wastewater service is the City of Columbia. A preliminary layout of collector lines to serve Starks Terrace is provided on Figure VII-3 in Appendix C from the HPG report. Connections would be made to the City of Columbia's existing 8-inch and 24-inch gravity lines located near Starks Terrace. The estimate of probable cost for this work is provided below.

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8 in. deep)	16,400 lf	\$18	\$292,200
2.	8-inch gravity sanitary lines (over 8" deep)	200 lf	\$25	\$5,000
3.	Manholes	58 each	\$1,500	\$87,000
4.	Pump station	2 each	\$35,000	\$70,000
5.	4" force main	800 lf	\$6	\$4,800
6.	Service wyes	105 each	\$175	\$18,375
7.	Service line	10,500 lf	\$7	\$73,500
8.	Cut and replace pavement	9,855 lf	\$12	\$118,260
9.	Resurface roadway	13,600 sy	\$5	\$68,000
	Total Construction			\$737,135
	Engineering			\$82,900
	Contingencies			\$64,000
	Easement acquisition			\$20,000
	Impact fees			\$52,500
	Administration			\$25,000
	TOTAL PROJECT COST			\$981,535

The estimate includes the cost to connect all occupied housing units to the new wastewater system. The cost for abandoned structures, commercial buildings and churches has not been included. It was assumed that the owners of these facilities would pay for the cost of their connection. See Appendix D.

G. Belmont Neighborhood

Public sewer service is not available to the Belmont neighborhood. Residential units are served by individual owner maintained septic tanks. The 1992 survey conducted by SCDHEC shows of the 451 residences surveyed, 244 homes had an apparently functioning on-site wastewater disposal system. One hundred and six residences had a non-functioning disposal system. There are 234 lots within the area. Belmont ranks number 70 on the 1999 SCDHEC priority list and 59 on the Community Survey for Sewer Need.

The closest public wastewater system would be that of the City of Columbia. A preliminary layout for a collection system for the area is provided in Figure VIII-3 (Appendix C) from the HPG report. Probable cost to construct the system is estimated as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines	14,570 lf	\$18	\$262,260
2.	Manholes	49 each	\$1,500	\$73,500
3.	Service wyes	190each	\$175	\$33,250
4.	Service line	18,800 lf	\$7	\$131,600
5.	Pump station	1 each	\$35,000	\$35,000
6.	4 inch force main	700 lf	\$6	\$4,200
7.	Cut and replace pavement	11,600 lf	\$7	\$81,200
8.	Resurface roadway	14,800 sy	\$5	\$74,000
	Total Construction			\$695,610
	Engineering			\$77,600
	Contingencies			\$59,000
	Impact fees			\$95,000
	Easement acquisition			\$8,000
	Administration			\$20,000
	TOTAL PROJECT COST			\$954,610

The estimate includes the cost to connect all occupied housing units to the new wastewater system. The cost for abandoned structures, commercial buildings and churches has not been included. It was assumed that the owners of these facilities would pay for the cost of their connection. See Appendix D.

H. Belvedere

A small portion of the Belvedere neighborhood is currently provided sewer service by the City of Columbia, specifically Eubank, Hatfield, Bassler and Scurry Streets and approximately two blocks of Bronx Road. Residences in the area not served by Columbia are served by individual or owner maintained septic tanks. The July 1991 survey conducted by SCDHEC shows of the 462 residences surveyed, 339 homes had an apparently functioning on-site wastewater disposal system and 23 residences had a non-functioning disposal system. There are 632 lots in the area. Belvedere is ranked number 72 on the SCDHEC list for communities with sewer needs and is the eighth highest ranking area in Richland County included in that list. Its rating is 1.8. This neighborhood is 62nd on the Community Survey of Sewer Need.

Figure XI-3 (Appendix C) shows the proposed sewer lines in the Belvedere neighborhood. The estimated probable cost for the work is as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8 in. deep)	35,600 lf	\$18	\$640,800
2.	8-inch gravity sanitary lines (over 8" deep)	1,350 lf	\$25	\$33,750
3.	Manholes	131 each	\$1,500	\$196,500
4.	Service wyes	483 each	\$175	\$84,525
5.	Service line	14,400 each	\$7	\$100,800
6.	Cut and replace pavement	17,500 lf	\$12	\$210,000
7.	Resurface roadway	34,400 sy	\$5	\$172,000
	Total Construction			\$1,438,375
	Engineering			\$138,200
	Contingencies			\$117,000
	Easement acquisition			\$30,000
	Impact fees			\$241,000
	Administration			\$50,000
	TOTAL PROJECT COST			\$2,014,575

The estimate includes the cost to connect the housing units along Hammon Avenue to the new wastewater system. It is not believed that the remainder of the neighborhood is eligible for this type of assistance. See Appendix D.

I. Nelson Boswell Road Neighborhood

Public sewer service is not available to the Nelson Boswell Road Neighborhood at the present time. Residences in the area are served by individual, owner maintained septic tanks. The January 1991 survey conducted by SCDHEC shows of the 34 residences surveyed, 27 homes had an apparently functioning on-site wastewater disposal system, and seven residences had a non-functioning disposal system. There are 57 lots within the area. Nelson Boswell Road is ranked number 80 on the SCDHEC List for Communities with Sewer Needs and is ninth of the areas in Richland County included on that list. Its rating is 1.62 on the SCDHEC Priority List and 69th on the Community Survey of Sewer Need.

The City of Columbia wastewater system is the closest to the area at the present time. Eight-inch gravity lines are found across Fairfield Road from Nelson Boswell, and a 12-inch gravity line extends just south of Wessinger Road. A layout for providing sewer service to the neighborhood is provided in Figure XII-3 (Appendix C) from the HPG report. The estimated probable cost for the work is as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8 in. deep)	16,550 lf	\$18	\$297,900
2.	8-inch gravity sanitary lines (over 8" deep)	450 lf	\$25	\$11,250
3.	Manholes	48 each	\$1,500	\$72,000
4.	Service wyes	50 each	\$175	\$8,750
5.	Service line	2,000 lf	\$4	\$8,000
6.	Cut and replace pavement	10,300 lf	\$12	\$123,600
7.	Resurface roadway	15,200 sy	\$5	\$76,000
	Total Construction			\$597,500
	Engineering			\$79,300
	Contingencies			\$50,000
	Easement acquisition			\$16,000
	Impact fees			\$25,000
	Administration			\$20,000
	TOTAL PROJECT COST			\$787,800

The estimate does not include the cost to connect the housing units to the new wastewater system. It is not believed that the neighborhood is eligible for this type of assistance. See Appendix D.

J. St. Andrews Terrace

The St. Andrews Terrace area is ranked 82nd on the SCDHEC Community Survey for Sewer Needs with a rating 1.55 on the Priority List and 71st on the Community list. It is tenth of the areas in Richland County that are included on the SCDHEC listing. At the time of their January 1991 survey, nine of the 11 residences surveyed had an on-site disposal system that appeared to be functioning. One home had a non-functioning on-site system, and one had no in-house plumbing and no apparent on-site system. There are 34 lots within this area. The closest provider of wastewater service is the City of Columbia. Their system currently extends to the Watkins Pre-release Center at the end of St. Andrews Terrace Road.

A preliminary layout of collector lines to serve the neighborhood is provided on Figure XIII-3 (Appendix C) from the HPG report. The estimate of probable cost for this work is provided below.

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8 in. deep)	4,680 lf	\$185	\$84,240
2.	8-inch gravity sanitary lines (over 8" deep)	1,050lf	\$25	\$26,250
3.	Manholes	21 each	\$1,500	\$23,100
4.	Service wyes	31 each	\$175	\$5,425
5.	Service line	3,100 lf	\$7	\$21,700
6.	Cut and replace pavement	3,900lf	\$12	\$46,800
7.	Resurface roadway	5,500 sy	\$5	\$27,500
	Total Construction			\$235,015
	Engineering			\$35,600
	Contingencies			\$20,000
	Easement acquisition			\$5,000
	Impact fees			\$15,500
	Administration			\$7,500
	TOTAL PROJECT COST			\$318,615

Included in the above budget is service line to connect each low and moderate-income home to the collection system. See Appendix A.

K. Skyview Terrace

Public sewer service is not available to the Skyview Terrace area at the present time. Residences are served by individual, owner maintained septic tanks. The 1990 survey conducted by SCDHEC shows of the 115 residences surveyed, 98 homes had an apparently functioning on-site wastewater disposal system. Seventeen residences had a non-functioning disposal system. There are 293 lots within this area. This system is rated number 86 and 75 on the 1999 SCDHEC Priority List and the 2000 Community List respectively.

The closest public wastewater system would be that of the Bush River Utilities. Service is available on Morninghill Drive near its intersection with Burnett Drive. A preliminary layout for a collection system for the area is provided on Figure XV-3 (Appendix C) from the HPG report. Probable cost to construct the system is estimated as follows:

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1	8-inch gravity sanitary sewer lines (6-8 in. deep)	12,000 lf	\$18	\$216,000
2.	8-inch gravity sanitary lines (over 8" deep)	930 lf	\$25	\$23,250
3.	Manholes	43 each	\$1,500	\$64,500
4.	Service wyes	184 each	\$175	\$32,200
5.	Service line	4,600 lf	\$7	\$32,200
6.	Cut and replace pavement	11,600 lf	\$12	\$139,200
7.	Resurface roadway	15,000 sy	\$5	\$75,000
	Total Construction			\$582,350
	Engineering			\$66,600
	Contingencies			\$49,000
	Impact fees			\$92,000
	Administration			\$20,000
	TOTAL PROJECT COST			\$809,950

The estimate does not include the cost to connect the housing units to the new wastewater system. It is not believed that the neighborhood is eligible for this type of assistance. See Appendix D.

L. Fairlawn Court Area

Public sewer service is not available to the Fairlawn Court area at the present time. Residences are served by individual, owner maintained septic tanks. Sewer service is available along Prestley Road. The 1991 survey conducted by SCDHEC shows of the 32 residences surveyed, 25 homes had an apparently functioning on-site wastewater disposal system. Five residences had a non-functioning disposal system and two were connected to a central collection and treatment system. There are 37 lots within this area. Fairlawn Court is ranked 87 on the SCDHEC list for communities with sewer needs and is the twelfth highest ranking area in Richland County included on that list. Its rating is 1.41. This community is 76th on the Community Survey of Sewer Needs.

Following is an estimate of the probable cost to provide public wastewater service to the Fairlawn Court area. Figure XVI-3 (Appendix C) from the HPG report provides a preliminary layout for the system.

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1.	8" gravity sanitary sewer lines	7,170 lf	\$18	\$129,060
2.	Manholes	29 each	\$1,500	\$43,500
3.	Service wyes	30 each	\$175	\$5,250
4.	Service line	3,000 lf	\$7	\$21,000
5.	Cut and replace pavement	5,200 lf	\$12	\$62,400
6.	Resurface roadway	7,400 sy	\$5	\$37,000
	Total Construction			\$298,210
	Engineering			\$41,000
	Contingencies			\$25,000
	Easement acquisition			\$5,000
	Impact fees			\$15,000
	Administration			\$15,000
	TOTAL PROJECT COST			\$399,210

Included in the above budget is service line to connect each low and moderate-income home to the collection system. A number of the residences on the Fairlawn Court should qualify for this assistance. See Appendix D.

M. Riverside Forest Community (Elm Abode)

Public sewer service is not available to the Riverside Forest Community at the present time. Residences are served by individual, owner maintained septic tanks. Sewer service is currently available all around Riverside Forest, along Broad River Road; to the west, parallel to I-20; to the north, along the Broad River; to the east, and in Elm Abode to the south. A 1999 survey conducted for the homeowner's within the Riverside Forest Community indicates that there are 124 homes that lack regional sewer service, with an additional 43 lots requiring service. This project is not on the SCDHEC Project Priority list or the Community Survey for Sewer Need. This project was formerly on the SCDHC list as Elm Abode but was removed for unknown reasons.

Following is an estimate of the probable cost to provide public wastewater service to the Riverside Forest Community. Figure 1 (Appendix C) from a report prepared by Roberson Engineering prepared in February, 1999, defines the area to be served.

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1.	8" gravity sanitary sewer lines	12,900 lf	\$26	\$335,400
2.	Manholes	62 each	\$1,600	\$99,200
3.	Service wyes	167 each	\$200	\$33,400
4.	Service line	4,200 lf	\$12	\$50,400
5.	Cut and replace pavement	9,100 lf	\$12	\$109,200
6.	Resurface roadway	22,000 sy	\$8	\$176,000
	Total Construction			\$803,600
	Engineering			\$160,720
	Contingencies			\$80,360
	Easement acquisition			\$20,000
	Impact fees			\$83,500
	Administration			\$40,000
	Rock excavation	250 cy.	\$75	\$187,500
	Base and backfill material	400cy	\$9	\$36,000
	TOTAL PROJECT COST			\$1,411,680

This cost estimate does not include the cost of connecting the housing units to the new wastewater system. It is not believed that the neighborhood would be eligible for this type of assistance.

N. Marley Drive (including Young Drive and Nunamaker Drive)

Public sewer service is not available to a portion of Marley Drive, a portion of Nunamaker Drive, and all of Young Drive at the present time. Residences are served by individual, owner maintained septic tanks. There are 29 units within this area which has a SCDHEC ranking of 78 on the Community Survey for Sewer Need, and is 89th on the SCDHEC Project Priority List.

Following is an estimate of the probable cost to provide public wastewater service to the Marley Drive, Nunamaker Drive and Young Drive area. Figure 2 (Appendix C) prepared by the Richland County Utilities Department delineates the project area to be served.

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1.	8" gravity sanitary sewer lines	4,750 lf	\$18	\$85,500
2.	Manholes	20 each	\$1,300	\$26,200
3.	4" service connections	29 each	\$800	\$23,200
4.	Cut and replace pavement	4,700 lf	\$15	\$70,500
5.	Resurface roadway	12,000 sy	\$7.50	<u>\$90,000</u>
	Total Construction			\$295,200
	Engineering			\$33,000
	Contingencies			\$30,000
	Easement acquisition			\$8,000
	Impact and tap fees			\$23,200
	Administration			<u>\$12,000</u>
	TOTAL PROJECT COST			\$401,400

O. Eve Street

There is no public sewer service on Eve Street. Residences are served by individual owner maintained septic tanks. There are only seven units requiring services. This project is ranked 85th on the SCDHEC Community Survey for Sewer Need and 96th on the SCDHEC Project Priority List.

Following is an estimate of the probable cost to provide public wastewater service to the Eve Street neighborhood. Figure 3 (Appendix C) prepared by the Richland County Utilities Department delineates the project area to be served.

PRELIMINARY COST ESTIMATE PROPOSED SEWER SYSTEM

Item	Description	Quantity	Unit Price	Total
1.	8" gravity sanitary sewer lines	700 lf	\$18	\$12,600
2.	Manholes	4 each	\$1,300	\$5,200
3.	4" service connections	7 each	\$800	\$5,600
4.	Cut and replace pavement	700 lf	\$15	\$10,500
6.	Resurface roadway	1,710 sy	\$7.50	\$12,825
	Total Construction			\$46,725
	Engineering			\$5,200
	Contingencies			\$4,700
	Easement acquisition			\$2,000
	Impact and tap fees			\$5,600
	Administration			\$1,900
	TOTAL PROJECT COST			\$66,125

IV FINANCIAL OPTIONS

A. Introduction

In the development of a master plan for any service it is imperative that the plan be one that can be implemented financially. There are two primary financial issues that must be addressed; they are: 1) the cost to the user, and 2) the ability of the combined utility system to absorb cost to serve areas that cannot "stand alone". In developing the methods to implement this plan we have addressed seven commonly used methods of financing sewer systems that apply to the situation at hand. They are as follows:

Revenue Bond Issues and Private Placements

Public Grants and Loans

The Public Private Model

Specific Development Tax District and Assessment District with General Obligation\Revenue Bond Mix

County Wide Assessment District with General Obligation\Revenue Bond Mix

County Wide Tax District with General Obligation\Revenue Bond Debt Mix

Each of the financial mechanisms has its strengths and weaknesses, some more than others. Most likely a combination of several of these methods will prove to be the best for Richland County. Richland County staff and its consultants must endeavor to evaluate each of these options when developing a given project or series of projects.

B. Revenue Bond Issues and Private Placements

The traditional method of financing the improvements desired by Richland County Council is through the sale of Revenue Bonds, supported exclusively by water and sewage system revenue. This is the method most often used by government utilities when constructing collection, transportation, treatment, and disposal systems. These Revenue Bonds can be supported either by user fees, assessments, or tax reserve.

The limitations affecting Revenue Bond sales by governmental agencies that have not previously been in that market are: (1) obtaining a good rating, and (2) getting the bonds insured. Quite often, it is not possible to obtain a good rating or to be eligible for insurance. This may result in the government selling open market bonds un-rated, which sometimes results in either excessive interest rates or the unavailability of an underwriter to market the bonds. Neither condition is beneficial.

When a governmental entity has never been in the Revenue Bond market, but still desires to sell Revenue Bonds, local banks quite often are willing to buy all of the bonds locally and hold them in their portfolio of funds. This is a common practice in South Carolina.

Because of the excellent overall rating for all South Carolina Revenue Bonds, as well as the overall rating of the state government, Revenue Bonds, whether open market or privately placed,

are a viable option for the implementation of the projects proposed in this plan.

This funding mechanism is recommended if and when individual projects or a combination of projects are self-supporting. Every project funded by the county should be evaluated as to its self-sufficiency prior to addressing other funding options. This funding mechanism is consistent with the state SRF program. See Appendix E.

C. Public Grants and Loans

There are few grant programs in place today. Most are for either economic development or community development for those with low and/or moderate income. The grants available today are outlined in Appendix F, and are considered a viable financial option in special cases and have an impact on the overall financial picture.

The only viable public funding for larger systems is the State Revolving Loan Program, currently at a 3.5 percent interest rate, which is a source of major project funds. There is a good probability that Community Development Block Grant Funds could be used to solve some of the septic tank problems throughout Richland County. This program is highly competitive and would not be a "rapid fix" considering the number of problem areas within Richland County today. Should SCDHEC declare any of the Richland County septic tank problem areas "Health Hazard Areas", then the priority for all grant and loan programs is increased. This funding mechanism is consistent with the state SRF program

D. The Public Private Model

The public private model is included in this package as there is a possibility that the projects can be integrated with new projects, especially those with long connections. This option is normally used to add county infrastructures when other systems are put in place.

The private developer will be responsible for the construction of the collection system and participating in the construction of the transportation system or any interim treatment facility to serve the development. The County should be prepared to pay the difference in the size of the outfall lines required to serve that specific development and the size of lines to serve the upstream portion of the watershed as well as for additional plant capacity to allow for the elimination of septic tank areas. Each system would be deeded to the County or the City for operation and maintenance.

The growing customer base in the several developments would enable the County to establish a base to issue future Revenue Bonds and/or General Obligation Bonds to construct the regional treatment plants and effluent lines required and to install the connecting outfall links to ultimately secure a system serving the total area. Without such a commitment of public funds, the development in the area will consist of a series of small systems with no capacity to handle anything but residential development.

As part of this implementation option, the County could create one or more special tax district(s) and/or special assessment district(s) that would include only those selected portions of the study

area that can afford to pay the tax or assessment. These limited special tax districts and/or special assessment districts would be created in the same manner as Richland County has created the Ballentine Estates and Chartwell special tax districts, with the tax revenue going to retire General Obligation bonds. This funding mechanism is consistent with the state SRF program

It is important to note that when creating a special tax district or a special assessment district for a small area, the case law implies that a person that is taxed must be provided with reasonable expectation that he/she will be served within some defined time frame, such as 10 or 20 years.

This funding scenario allows for the financial implementation of the projects to be flexible, using some of all the options available to the County. These are:

1. The use of ad valorem taxes where benefit within a reasonable time can be documented. This applies primarily to small compact areas.
2. The use of assessments for defined collection systems.
3. The use of developer contributions if new projects are adjacent to defined area.
4. The lease\purchase of systems if associated with new developments.
5. Sale of both Revenue and General Obligation Bonds.
6. The use of the State Revolving Loan Program and,
7. The use of grants for isolated areas.

E. Specific Development Assessment District with General Obligation and Revenue Bond Mix

When using assessment districts in the manner in which they were intended when the legislature passed the enabling legislation, counties find them to be a good financial mechanism. The use of assessment in this case would be for constructing a series of collector lines to benefit a specific population. Utilizing the assessment tax district in this manner would allow the application of this financial technique to some of the other options very effectively. This is a highly recommended method of serving small to medium sized septic tank areas. This funding mechanism is consistent with the state SRF program, and it is one of the recommended options.

F. County Wide Assessment District with General Obligation and Revenue Bond Debt

The creation of a Countywide assessment district is another option that needs to be addressed however unlikely it is to be implemented. An assessment district is a defined area established by County Council for the purpose of issuing general obligation debt to construct sewer lines to provide service to the properties that are assessed. This is generally used to construct major interceptor sewers and waste treatment plants. The problem with assessments are: 1) they are not taxes, and they are not deductible from income taxes; 2) they may be hard to collect, as the County may not have its general taxing powers to take property for failure to pay ; 3) assessments may not be lienable; and, 4) they are very difficult to collect on a county wide basis. This funding mechanism is consistent with the state SRF program.

G. Septic Tank Area Tax District with General Obligation and Revenue Bond Debt Mix

This option is identical to Option E in concept except that the septic tank problem areas would be involved in a tax district. If there are to be tax districts created, this is the most fair method of developing the tax districts as each district pays its own way.

The collection systems would be paid by a General Obligation Bond Issue based on the customer base for which the lines are to be constructed.

The option requires a referendum for which the tax district would be created. As in the previous discussion, this method is subject to legal challenge and may take a very long time to create. A carefully prepared tax district plan is necessary in order to properly implement this option. This funding mechanism is consistent with the state SRF program

H. County Wide Tax District with General Obligation and Revenue Bond Debt Mix

The creation of a countywide tax district with a mixture of General Obligation Bond Debt from the tax district and Revenue Bond Debt from customers of the system is a financial option open to Richland County. A tax that allows for the elimination of pollution, existing or projected, is an essentially environmental tax. Using this concept, all collection lines would be put in place utilizing user fees, which in time are used to pay Revenue Bonds.

This option requires a referendum of the entire County. This option could take a very long time to implement and is easily challenged in the court as placing a burden on property owners not receiving sewer. Over 80 percent of the housing units within the county are currently served with community or municipal type sewer service, and passing a referendum that would tax those residents and result in no benefit to them would be difficult at best.

Due to the complexities of this funding method, it is likely that the County could not use it and meet the needs of the County in a timely fashion to solve the septic tank problem area immediate needs. This funding mechanism, however, is consistent with the state SRF program.

V PROPOSED FINANCIAL STRUCTURE

A. User Characteristics

Table 1 presents data on the twelve septic tank problem areas delineated in the HPG report as well as for Riverside Forest, Marley Drive and Eve Street. The data contains information from the current (May, 1999) SCDHEC "1999 Intended Use Plan" that contains the wastewater systems project priority list as well as the February 2000 Community Survey for Sewer Need. Based on the data obtained from the SCDHEC community survey and other relevant sources, there are a total 6,148 people residing in 2,396 housing units within the fifteen areas. Although this is a small number of units when compared to the total number of units in the county as a whole, this does represent (2396/20,560) 11.7 percent of the units identified in the 1990 U.S. Census of population within Richland County that have no regional sewer services. Even though the 2000 census population will most likely result in a major percentage change, the fact that over 20,000 homes have no regional sewer service is a major area of concern for County government.

B. Proposed Rate Structure

All of the septic tank problems areas addressed in this report will be transferred to the City of Columbia for operation and maintenance immediately after construction is completed. The systems will be deeded to the City when the construction debt is paid in full. No fee structure is required as the City of Columbia fees will control.

C. Proposed Tap Fees, Deposits and Reconnection Fees

The \$500 impact fee required by the City of Columbia has been included in the project funding as delineated in Chapter III, System Priorities. Traditionally, when the County deeds the collection system to the City, tap fees will be waived by the City.

D. Recommended Funding Source

The proposed loan source in this plan is the State Water Pollution Control Revolving Fund, a long-term debt-financing program. This program is offered by the State of South Carolina to provide low interest loans to communities for the construction of wastewater facilities. The SRF is sponsored by the EPA under the authority of the Federal Clean Water Act. The fund for wastewater projects is referred to as the Clean Water SRF (CWSRF).

From 1989 to 1999, South Carolina received \$207.3 million in federal and state matching funds to capitalize the CWSRF. In 2000, another \$16 million is expected. There are currently fifty loans totaling over \$213 million.

The Department of Health and Environmental Control (DHEC) administers the technical and programmatic portions of the program, while the Budget and Control (BCB), Office of Local Government, makes the loans and manages the financial aspects of the fund.

Eligible applicants are municipalities, counties, and special purpose districts. These units of local government can apply for loans in the CWSRF program. Eligible activities are facilities construction, including non-point source projects.

The general loan terms and policies are:

- Below market fixed rate financing for up to 20 years (3.50% interest rate for FY2000)
- Availability of deferral periods on principal and interest
- Up to 100% financing of all eligible costs including 20 -year reserve capacity
- Opportunity to refinance the costs of pre-construction engineering

The financial requirements are:

- Each loan applicant must establish one or more dedicated repayment sources that contain sufficient revenues to operate and maintain the system and cover debt service payments over the life of the loan. User charges, special assessments, general taxes or other sources qualify.

The cost savings are:

- CWSRF interest rates, which are set each year 1.5 to 2 percentage points below market rates, can significantly reduce annual debt service costs.

The federal requirements are:

- Compared to previous years, many of the Clean Water Act requirements have been removed from the program. Remaining are those that apply to all federally funded projects (e.g. property acquisition must comply with the Uniform Relocation and Real Property Acquisition Policies Act.) However, requirements such as Davis-Bacon wage rates and infiltration/inflow studies no longer apply.

The loan closing fees are:

- A loan-closing fee of 1.5 percent of the total project costs is required to support the cost of administering the CWSRF. This fee is less than the costs involved in issuing revenue bonds.

The priority list requirements are:

- All projects must be on the DHEC CWSRF Priority List to be eligible for a loan. However, projects may be added to the list at any time, rather than only once a year, by submitting a priority questionnaire to DHEC.
- Readiness to proceed, however, regardless of position on the Priority List, is the dominant factor in determining priority for loans.

The steps to obtain a loan are:

- Consult with DHEC for guidance on preparing a planning report or report update.
- Submit project questionnaire to DHEC for projects not already on the CWSRF Priority List.
- When PER and plans/specifications are completed and approved by DHEC, submit loan application to the South Carolina Budget and Control Board for processing.

The application timetable is:

- From October 1 through June 30 of each fiscal year, loan application for DHEC approved projects will be accepted by the South Carolina Budget and Control Board on a first-come, first-considered basis.

E. Potential Financial Options to be implemented by Richland County

Option I. Individual Septic Tank Areas with Stand-Alone Tax District Financing.

The first option to evaluate in detail is the use of a tax district to fund the proposed projects. In order to evaluate these areas from a tax district standpoint, several facts need to be presented. The necessary data is provided in Tables 2, 3, and 4.

Tables 2, 3, and 4 present the cost per unit data for each of the twelve separate septic tank retrofit areas. All debt cost have been calculated at 4 percent, even though the current state revolving fund interest rate is at 3.5 percent and open market bond rates and bank loans range between 5.5 and 6.5 percent. Conversations with key state officials and current interest pressures mandate a conservative approach to this calculation. These tables assume the use of the SRF Funds.

Table 2 contains data from Table 1 as well as the total updated construction cost from Chapter III of this report. The cost per person and the cost per unit are presented for each area and as a combined total. As can be seen, the cost of the systems vary greatly, with Roosevelt Village (or Broad River Heights) (or Broad River Heights) having the lowest per unit cost of \$1,441.34 as compared to Nelson-Boswell with a high cost of \$17,126.09 per unit, a range of \$15,684.75.

Table 3 presents the total annual debt for each area calculated for 20 years at a 4 percent interest rate based on the SRF Loan program. This cost is broken down to an annual cost per person and an annual cost per unit. Table 4 presents combined information from both Tables 2 and 3. The assessed value of real property within each area is presented for purposes of developing a cost should a tax district be the desired method of financing the systems.

The threshold used in determining if an area could be self-supporting is an average additional annual tax of \$300.00 per year. Based on this criteria, and using the data in Table 4, the following areas are capable of independently supporting their sewer system retrofit cost using taxes:

- Roosevelt Village (Broad River Heights)
- Belmont
- Belvedere
- Skyview Terrace
- Fairlawn Court

TABLE 1
 RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS
 SITUATION SUMMARY OF POSITION ON SCDHEC LIST

AREA	RATING	SCDHEC RATING	NUMBER OF PEOPLE	NUMBER OF UNITS	NUMBER OF LOTS WITHIN DISTRICT LINES
*****	*****	*****	*****	*****	*****
Lower Richland	3.19	13	323	127	170
Haskel Heights	2.91	22	335	128	309
Brockington Heights (Booke	2.61	34	364	125	56
Roosevelt Village	2.38	43	1092	437	303
Seminole Road	2.18	50	177	90	111
Starks Terrace	2.03	53	263	106	220
Belmont	1.9	59	480	211	234
Belvedere	1.8	62	1813	648	632
Nelson Boswell	1.62	69	156	46	57
St. Andrews Terrace	1.55	71	126	41	34
Skyview Terrace	1.44	75	471	211	293
Fairlawn Court	1.41	76	148	66	37
Riverside Forest	none	none	310	124	167
Marley Drive	1.31	78	73	29	29
Eve Street	1	85	17	7	7
Total			6148	2396	2456
Average			410	160	

SOURCE: HPG, Inc. Report.

TABLE 2 - COST OF CONSTRUCTION
 RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS
 SITUATION SUMMARY OF POSITION ON SCDHEC LIST
 AND COST PER PERSON AND COST PER UNIT

AREA	(1) RATING	(1) SCDHEC RATING	(2) NUMBER OF PEOPLE	(2) NUMBER OF UNITS	(3) TOTAL CONSTRUCTION COST	(4) COST PER PERSON	(4) COST PER UNIT
Lower Richland	3.19	13	323	127	\$1,537,525.00	\$4,760.14	\$12,106.50
Haskel Heights	2.91	22	335	128	\$1,097,490.00	\$3,276.09	\$8,574.14
Brockington Heights (Book	2.61	34	364	125	\$842,605.00	\$2,314.85	\$6,740.84
Roosevelt Village	2.38	43	1092	437	\$629,865.00	\$576.80	\$1,441.34
Seminole Road	2.18	50	177	90	\$847,690.00	\$4,789.21	\$9,418.78
Starks Terrace	2.03	53	263	106	\$981,535.00	\$3,732.07	\$9,259.76
Belmont	1.9	59	480	211	\$954,610.00	\$1,988.77	\$4,524.22
Belvedere (5)	1.8	62	1813	648	\$2,014,575.00	\$1,111.18	\$3,108.91
Nelson Boswell	1.62	69	156	46	\$787,800.00	\$5,050.00	\$17,126.09
St. Andrews Terrace	1.55	71	126	41	\$318,615.00	\$2,528.69	\$7,771.10
Skyview Terrace	1.44	75	471	211	\$809,950.00	\$1,719.64	\$3,838.63
Fairlawn Court	1.41	76	148	66	\$399,210.00	\$2,697.36	\$6,048.64
Riverside Forest	none	none	310	124	\$1,411,680.00	\$4,553.81	\$11,384.52
Marley Drive	1.31	78	73	29	\$401,400.00	\$5,498.63	\$13,841.38
Eve Street	1	85	17	7	\$66,125.00	\$3,889.71	\$9,446.43
Total			6148	2396	\$13,100,675.00	NA	
Average			410	160	\$873,378.33	\$2,130.88	\$5,467.73

(1) From SCDHEC Community Survey for Sewer Need, February 17, 2000. Riverside Forest has a significant need but is not on the SCDHEC listing.

(2) From HPG, Inc. report.

(3) Updated, December, 1999.

(4) Calculated.

(5) Currently under design by the City of Columbia. May be removed from list if Columbia fully funds.

TABLE 3 - COST OF DEBT
 RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS
 SITUATION SUMMARY OF POSITION ON SCDHEC LIST
 AND COST PER PERSON AND COST PER UNIT

AREA	(1) RATING	(1) SCDHEC RATING	(2) NUMBER OF PEOPLE	(2) NUMBER OF UNITS	(3) TOTAL ANNUAL DEBT	(4) ANNUAL COST PER PERSON	(4)(5) ANNUAL COST PER UNIT
Lower Richland	3.19	13	323	127	\$77,199.54	\$239.01	\$607.87
Haskel Heights	2.91	22	335	128	\$55,105.00	\$164.49	\$430.51
Brockington Heights (Book)	2.61	34	364	125	\$42,307.42	\$116.23	\$338.46
Roosevelt Village	2.38	43	1092	437	\$31,625.69	\$28.96	\$72.37
Seminole Road	2.18	50	177	90	\$42,562.74	\$240.47	\$472.92
Starks Terrace	2.03	53	263	106	\$49,283.13	\$187.39	\$464.94
Belmont	1.9	59	480	211	\$47,937.22	\$99.87	\$227.19
Belvedere	1.8	62	1813	648	\$101,152.35	\$55.79	\$156.10
Nelson Boswell	1.62	69	156	46	\$39,555.66	\$253.56	\$859.91
St. Andrews Terrace	1.55	71	126	41	\$15,997.74	\$126.97	\$390.19
Skyview Terrace	1.44	75	471	211	\$40,667.80	\$86.34	\$192.74
Fairlawn Court	1.41	76	148	66	\$20,044.44	\$135.44	\$303.70
Riverside Forest	none	none	310	124	\$70,880.83	\$228.65	\$571.62
Marley Drive	1.31	78	73	29	\$20,154.40	\$276.09	\$694.98
Eve Street	1	85	17	7	\$3,320.15	\$195.30	\$474.31
Total			6148	2396	\$657,794.11		
Average			410	160	\$43,852.94	\$106.99	\$274.54

(1) From SCDHEC 1999 Intended Use Plan.

(2) From HPG, Inc. report.

(3) Updated, December, 1999.

(4) Calculated.

(5) For assessment district purposes, a maximum of \$300.00 per year was assumed as a maximum acceptable amount

TABLE 4 - COST OF DEBT BY TAX DISTRICT
 RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS
 SITUATION SUMMARY OF POSITION ON SCDHEC LIST
 AND COST PER PERSON AND COST PER UNIT

AREA	(1) TOTAL CONSTRUCTION COST	(2) COST PER PERSON	(2) COST PER UNIT	(3) TOTAL ANNUAL DEBT	(2) ANNUAL COST PER PERSON	(2) ANNUAL COST PER UNIT	(4) ANNUAL MILLAGE	(5) TOTAL ASSESED VALUE	(6) ANNUAL TAX REVENUE
Lower Richland	\$1,537,525.00	\$4,760.14	\$12,106.50	\$77,199.54	\$239.01	\$607.87	0.133	\$13,430,000.00	\$71,447.60
Haskel Heights	\$1,097,490.00	\$3,276.09	\$6,574.14	\$55,105.00	\$164.49	\$430.51	0.174	\$6,612,600.00	\$46,023.70
Brookington Heights (Booke)	\$842,605.00	\$2,314.85	\$6,740.84	\$42,307.42	\$116.23	\$338.46	0.738	\$1,327,200.00	\$39,178.94
Roosevelt Village	\$629,865.00	\$576.80	\$1,441.34	\$31,625.69	\$28.96	\$72.37	0.066	\$10,968,600.00	\$28,957.10
Seminole Road	\$847,690.00	\$4,789.21	\$9,418.78	\$42,562.74	\$240.47	\$472.92	0.180	\$5,494,500.00	\$39,560.40
Starks Terrace	\$981,535.00	\$3,732.07	\$9,259.76	\$49,283.13	\$187.39	\$464.94	1.510	\$756,800.00	\$45,710.72
Belmont	\$954,610.00	\$1,988.77	\$4,524.22	\$47,937.22	\$99.87	\$227.19	0.149	\$7,324,200.00	\$43,652.23
Belvedere	\$2,014,575.00	\$1,111.18	\$3,108.91	\$101,152.35	\$55.79	\$156.10	0.056	\$40,700,800.00	\$91,169.79
Nelson Boswell	\$787,800.00	\$5,050.00	\$17,126.09	\$39,555.66	\$253.56	\$859.91	0.938	\$957,600.00	\$35,929.15
St. Andrews Terrace	\$318,615.00	\$2,528.69	\$7,771.10	\$15,997.74	\$126.97	\$390.19	0.136	\$2,842,400.00	\$15,462.66
Skyview Terrace	\$809,950.00	\$1,719.64	\$3,838.63	\$40,667.80	\$86.34	\$192.74	0.042	\$22,209,400.00	\$37,311.79
Fairtawn Court	\$399,210.00	\$2,697.36	\$6,048.64	\$20,044.44	\$135.44	\$303.70	0.321	\$1,431,900.00	\$18,385.60
Riverside Forest	\$1,411,680.00	\$4,553.81	\$11,384.52	\$70,880.83	\$228.65	\$571.62	0.122	\$14,628,600.00	\$71,387.57
Marley Drive	\$401,400.00	\$5,498.63	\$13,841.38	\$20,154.40	\$276.09	\$694.98	0.129	\$4,026,500.00	\$20,776.74
Eve Street	\$66,125.00	\$3,889.71	\$9,446.43	\$3,320.15	\$195.30	\$474.31	0.089	\$937,400.00	\$3,337.14
Total	\$13,100,675.00	NA	\$8,308.75	\$657,794.11				\$133,648,500.00	\$512,789.68
Average	\$873,378.33	\$3,232.46	\$8,308.75						

(1) Updated, April, 2000

(2) Calculated.

(3) Updated, April, 2000

(4) Annual Millage required to provide tax revenue sufficient to meet the needs of each area.

(5) Provided by Richland County.

(6) Developed to provide sufficient revenue to cover the cost of debt by each area.

Option II Individual Septic Tank Areas with Stand Alone Assessment District Financing

As presented above, Table 3 presents the total annual debt for each area calculated for 20 years at a 4 percent interest rate based on the SRF Loan program. This cost is broken down into an annual cost per person and an annual cost per unit. The annual cost per unit is the amount of revenue required to pay the debt with the entire project funded by an annual assessment using the assessment district format.

The threshold used in determining if an area could be self-supporting is an assessment of \$300.00 per year. Based on this criteria, and using the data in Table 3, the following areas are capable of independently supporting their sewer system retrofit cost with an annual assessment. They are:

- Roosevelt Village (or Broad River Heights)
- Belmont
- Belvedere
- Skyview Terrace
- Fairlawn Court

It is significant to note that these are identical to those listed in Option I.

Option III Combined multi area assessment district, assessment only

This option is based on pooling all revenue assets to complete the funding of all 12 of the septic tank problem areas.

Total number of units	2,396
Project cost	\$13,100,675
Annual cost	\$657,794.11
Annual assessment	\$274.54/yr or \$22.88/mo.

Alternate 1 Use of tap fees:

This alternative can be modified by collecting a \$1,000 per unit tap fee for use in defraying the debt required to install the sewers. This would raise \$2,396,000 in revenue, reducing the anticipated bond to \$10,704,675. The annual debt in that project will be \$537,484.54 with the annual assessment being \$224.32, and the monthly charge being \$18.69.

Alternate 2 Use of grants:

Project cost	\$13,100,675
Grants	\$2,500,000
Total needed	\$10,606,675
Annual cost	\$537,484.58
Annual assessment	\$224.32/yr or \$18.69 /mo.

Option IV Combined multi area tax district, unincorporated and no sewer, tax only:

This option is based on pooling all revenue assets to complete the funding of all fifteen of the areas. The limiting factor is that the value of one mill is so low, the required millage would be excessive.

Value of one mill	\$5,262.24
Project cost	\$13,100,675
Annual cost	\$657,794.11
Millage required	125 mills (0.125)
Cost per unit	\$274.54 (average)

This alternative can be modified by collecting a \$1,000 per unit tap fee for use in defraying the debt required to install the sewer. This would raise \$2,396,000 in revenue, reducing the anticipated debt to \$10,704,675. The annual debt in that project will be \$537,484.54. The annual millage required would then be 101 (0.101).

This tax district would be limited to the amount of total construction debt with a one-time bond issue.

Alternate 1 Grant assistance:

Project cost	\$13,100,675
Grants	\$2,500,000 (assume \$500,000 per year for five years)
Total needed	\$10,606,675
Annual cost	\$532,563.97
Millage required	100 mills (0.100)

F. Funding Matrix

There have been several financial options presented in this report that are functional and are able to provide the county with the means to fund all of the proposed projects. Table 5 delineates the feasible options and in a matrix format. Careful review of this table will indicate the following:

- All of the areas cannot be funded with individual assessment districts.
- All of the areas cannot be funded with individual tax districts.
- Areas 1, 2, 3, 5, 6, 9 and 10 require grant if expected to support stand-alone financing.
- A combined project with a multi part assessment district will fund all twelve areas.
- A combined project with a multi part tax district will fund all twelve areas.

The funding of all areas within a five-year period is feasible through a multi tax or assessment district, composed of all twelve areas. This multi area tax or assessment district allows the county to implement the projects while at the same time maintaining the integrity of the concept of the users paying their cost. It would be best if the projects were meshed as in the public-private model concept. In this case, a grant would be obtained when possible and mixed with taxes or

assessments to fund the systems through the SRF funding program.

G. Six Year Implementation Plan

Following a careful evaluation of the data presented above, the County has two financial paths open:

Path 1 Fund projects on a case-by-case basis as has been done in the past. This financial path is the easiest but does not provide service to many of the needy areas. Should this be the selected method of meeting part of the need, then the six-year plan is presented as Part 1 of Table 6. The remaining seven projects would be funded with grants over time.

Path 2 Fund all twelve projects on a six-year plan. This financial path is the only manner in which the twelve septic tank problem areas can be addressed once and for all. Table 6 presents the preliminary schedule to implement the plan. Year one is a preparatory year to put all of the funding together while the first several projects are designed. During the process, all attempts to obtain grants can be addressed, neighborhood meetings can be held, preliminary financial arrangements can be developed, rights-of-way identified and obtained, and contracts with the City of Columbia finalized.

TABLE 5
 RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS
 FINANCIAL MATRIX

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	NOTES:
REVENUE BOND			X				X	X	X		X					LOCAL ASSESSMENT DISTRICT (1)
REVENUE BOND			X				X	X	X		X					LOCAL TAX DISTRICT (1)
PUBLIC-PRIVATE MIX		X	X	X	X	X	X	X	X	X	X	X	X	X	X	APPLY WITH NEW PROJECTS (1)
PUBLIC LOANS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	HUD/FMHA/EPA/GOV.OFFICE (1)
PUBLIC GRANTS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	HUD/FMHA/EPA/GOV.OFFICE (2)
BANK PLACEMENT			X	X	X	X	X	X	X	X	X	X	X	X	X	USUALLY A RICHLAND CO. BANK (3)
REVENUE BONDS			X				X	X	X		X					OPEN MARKET BOND (4)

X= POTENTIAL FINANCIAL MECHANISM FOR SPECIFIC AREA

AREA (5)

- 1 LOWER RICHLAND
- 2 HASKELL HEIGHTS
- 3 BROKINGTON HEIGHTS
- 4 ROOSEVELT VILLAGE
- 5 SEMINOLE ROAD
- 6 STARKS TERRACE
- 7 BELMONT
- 8 BELVEDERE
- 9 NELSON BOSWELL ROAD
- 10 ST. ANDREWS TERRACE
- 11 SKYVIEW TERRACE
- 12 FAIRLAWN COURT
- 13 RIVERLAND FOREST
- 14 MARLEY DRIVE
- 15 EVE STREET

(1) BASED ON A MAXIMUM ANNUAL ASSESSMENT OF \$300.00 PER UNIT

(2) GRANT FUNDS ARE UNPREDICTABLE AND LIMITED TO SMALL AMOUNTS PER YEAR. MAXIMUM AMOUNT IS USUALLY \$500,000.00 PER YEAR PER APPLICANT. MOST GRANT PROGRAMS REQUIRE CLOSURE BEFORE ANOTHER GRANT IS MADE, THUS LIMITING THE SPEED OF COMPLETING A LARGE PROJECT.

(3) BANK INTEREST RATES WILL NOT MATCH THE "SRF" LOAN INTEREST RAE OF 4%, HOWEVER, IN THE ABSENCE OF "SRF" FUNDING, THIS OPTION IS AVAILABLE.

(4) BOND MARKET INTEREST RATES WILL NOT MATCH THE "SRF" LOAN INTEREST RAE OF 4%, HOWEVER, IN THE ABSENCE OF "SRF" FUNDING, THIS OPTION IS AVAILABLE.

(5) SEE TABLES 1 THROUGH 4 FOR AREA RANKINGS AND ALL COST DATA.

**TABLE 6 - SIX YEAR CONSTRUCTION SCHEDULE
 RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS
 FOR FINANCIAL PATHS 1 AND 2**

AREA	RATING	SCDHEC RATING	NUMBER OF PEOPLE	NUMBER OF UNITS	TOTAL(1) CONSTRUCTION COST	ANNUAL TOTAL
PATH 1						
YEAR 1						
Roosevelt Village	2.38	43	1092	437	\$629,865.00	\$629,865.00
YEAR 2						
Belmont	1.9	59	480	211	\$954,610.00	\$954,610.00
YEAR 3						
Belvedere	1.8	62	1813	648	\$2,014,575.00	\$2,014,575.00
YEAR 4						
Skyview Terrace	1.44	75	471	211	\$809,950.00	\$809,950.00
YEAR 5						
Fairlawn Court	1.41	76	148	66	\$399,210.00	\$399,210.00
PATH 2						
YEAR 1						
Administrative Cost					\$150,000.00	
Engineering Cost					\$350,000.00	
YEAR 2						
Lower Richland	3.19	13	323	127	\$1,537,525.00	
Haskel Heights	2.91	22	335	128	\$1,097,490.00	
Brockington Heights (Book)	2.61	34	364	125	\$842,605.00	
YEAR 3						
Roosevelt Village	2.38	43	1092	437	\$629,865.00	
Seminole Road	2.18	50	177	90	\$847,690.00	
Starks Terrace	2.03	53	263	106	\$981,535.00	
YEAR 4						
Belmont	1.9	59	480	211	\$954,610.00	
Belvedere	1.8	62	1813	648	\$2,014,575.00	
Nelson Boswell	1.62	69	156	46	\$787,800.00	
YEAR 5						
St. Andrews Terrace	1.55	71	126	41	\$318,615.00	
Skyview Terrace	1.44	75	471	211	\$809,950.00	
Fairlawn Court	1.41	76	148	66	\$399,210.00	
YEAR 6						
Riverside	none	none	310	124	\$318,615.00	
Marley Drive	1.31	78	73	29	\$809,950.00	
Eve Street	1	85	17	7	\$399,210.00	
						\$1,527,775.00

(1) Year 1 cost to be prorated from Year 2 through Year 5. Project totals have been left intact to represent the true cost of each project. Should Council select this option, a detailed cash flow chart will be prepared.

VI Plan Summary

A. General Facts

1. Population

Richland County has a population of 285,720 people, 114,566 who reside within the corporate limits of the City of Columbia, Arcadia Lakes, Forest Acres, Blythewood, and Eastover. The unincorporated area comprises some 171,164 residents.

2. Proposed Users

There will be one class of users on the proposed sewer system: residential.

At present, there are some 2,236 potential users within the County in the twelve septic tank problem areas. Of these, it is anticipated that all 2,236 will tie on as part of the project, which covers the period of 2000-2005.

3. Potential Tax Base

The assessed property values of real property within the twelve identified areas totaled \$114,056,000 in the 1999 tax year. Based on this assessed value, one (1) mill will produce \$4,562.24 per year in tax revenue. The assessment for each of the small areas that will likely have tax districts created have been calculated by the County and are presented in Table 4. The tax generating ability of the areas is very limited.

4. Proposed Project

The proposed project is made up twelve area septic tank retrofit needs.

County Council, upon receiving the data contained in this plan should take the following actions:

- a. Select a financial mechanism for the implementation of the plan to serve the septic tank retrofit needs identified in this plan. A combination of grants, fees and assessments through the state SRF program is recommended.
- b. Rank the areas according to need. It may be useful to use the rankings found in the DHEC priority listing shown in Appendix A.
- c. Develop, in conjunction with the county sanitarian, a new priority list with rankings.
- d. Fund the elimination in an orderly manner.

5. Capital Cost

- a. General Obligation Bonds may be issued for either tax or assessment districts. These bonds will be used to provide collection lines within septic tank retrofit areas within the special tax district.

6. Operation and Maintenance Cost

Operation and maintenance costs will be totally recovered from service charges and/or user fees by the City of Columbia as the operator of the system.

B. Proposed Cost to the User

This study recommends service be provided by the City of Columbia. In the Skyview Neighborhood, the recommended provider of sewer service may be Bush River Utilities. Following are tap fees and monthly service charges for these systems.

City of Columbia

Residential out-of-city water tap fee	\$290.00 (if tap is provided) \$490.00 (if tap is not provided)
Residential-out-of-city sewer tap fee	\$300
Residential plant expansion fee	\$500 (in addition to sewer tap fee)
Average monthly out-of-city water charge (6,300 gallons)	\$18.93
Average monthly out-of-city sewer charge (6,300 gallons)	\$19.62

Bush River Utilities

Residential Sewer Tap Fee	\$300.00
Monthly Sewer Service Charge	\$10.00 flat rate (\$60.00 billed every six months)

C. Steps Necessary to Create a Sewer Tax District

In order to create a sewer tax district, the following process should be followed, based on the steps required of other areas in South Carolina. These are minimum requirements and the county attorney and bond council may vary the process.

1. Determine that there is a specific need to be met in a defined area.
2. Obtain a petition signed by 15 percent of the freeholders (real property owners owning

property within the area calling for a public meeting on the creation of the district, followed by a referendum.

3. Adopt a resolution calling for a referendum.
4. Hold an election. The creation of the County Sewer Tax District and the levy of a tax must be approved by: (a) a majority of the electors voting; and (b) a majority of the freeholders voting.
5. If the freeholders and the electors approve the creation of the County Sewer Tax District, adopt an ordinance creating the County Sewer Tax District.

It will be necessary for two questions to be presented and approved by the electors and the freeholders at the referendum election.

1. Shall a special sewer tax district, to be known as the Richland County Sewer Tax District for (Insert name of area), be created with an annual mileage rate of (insert number of mills) mills for operation and maintenance? Operation and maintenance will be financed by service charges and/or user fees by the City of Columbia.
2. Shall Richland County Council be authorized to issue and sell not more than (insert amount) in general obligation bonds for the Richland County Sewer District? The general obligation bonds will be paid from the levy and collection of ad valorem taxes without limit as to the rate or amount on all taxable property located within the designated district.

D. Steps Necessary to Create a Sewer Assessment District.

In order to create an assessment district, the following process should be followed, based on the steps required of other areas in South Carolina. These are minimum requirements and the county attorney and bond council may vary the process.

1. Determine that there is a specific need to be met in a defined area.
2. Notify all residents of the defined area of a meeting to discuss the creation of an assessment district. This is done by certified mail.
3. Hold a meeting and explain all costs associated with the assessment district.
4. Hold two readings of an ordinance creating the assessment district.
5. Notify all property owners of the creation of the assessment district.

APPENDIX A
SCDHEC 1999 Intended Use Plan, May 1999
(including priority list)

Draft of April 6, 2000



201 ...ll Street
Columbia, SC 29201-1708

COMMUNITY SURVEY FOR SEWER NEED

COMMISSIONER:
Douglas E. Bryant

RANKING BY SEWER NEED

BOARD:
Bradford W. Wyche
Chairman

William M. Hull, Jr., MD
Vice Chairman

Mark B. Kent
Secretary

Howard L. Brilliant, MD

Brian K. Smith

Rodney L. Grandy

Larry R. Chewning, Jr., DMD

	RANKING	COMMUNITY/COUNTY	DWELLINGS SURVEYED	INDEX PER DWELLING
	1	EDGEFIELD CPM/EDGEFIELD	17	3.94
	2	JOHNSTON WPDE/EDGEFIELD	44	3.82
	3	LOWER STRAWBERRY/BERKELEY	8	3.63
	4	GREELEYVILLE/WILLIAMSBURG	222	3.55
	5	PRINGLETOWN/BERKELEY	134	3.54
	6	CHOPPEE/GEORGETOWN	175	3.48
	7	LANE/WILLIAMSBURG	228	3.31
	8	PENNYROYAL RD/GEORGETOWN/REVISED	58	3.31
	9	BENNETTOWN/HORRY	37	3.30
	10	FOUR HOLES/DORCHESTER	105	3.26
	11	PLANTERSVILLE/GEORGETOWN	128	3.23
	12	CAINHOOY/BERKELEY/REVISED	362	3.19
	13	LOWER RICHLAND BLVD/RICHLAND	47	3.19
	14	BRITTONS NECK/MARION	167	3.14
	15	SANDRIDGE/WILLIAMSBURG	56	3.14
	16	CEDAR BRANCH/HORRY	110	3.12
	17	COCHRANTOWN/HORRY	129	3.00
	18	REID PARK/CHESTERFIELD	136	2.97
	19	SANDY ISLAND/GEORGETOWN	25	2.96
	20	PENNYROYAL VILLAGE/GEORGETOWN	17	2.94
	21	EHRHARDT/BAMBERG	112	2.93
	22	HASKELL HEIGHTS/RICHLAND	97	2.91
	23	BREEN CIRCLE/YORK	82	2.88
	24	EDGEFIELD CESWT/EDGEFIELD	32	2.88
	25	RED BLUFF/MARLBORO	16	2.88
	26	WOODLAND/GEORGETOWN	66	2.86
	27	ROCK BLUFF/WILLIAMSBURG	20	2.80
	28	SHULERVILLE-HONEY HILL/BERKELEY	270	2.77
	29	GRAHAM VILLAGE/FLORENCE	37	2.76
	30	HUFFIELD/LEXINGTON	12	2.75
	31	GRAHAM SUBDIVISION/FLORENCE	17	2.71
	32	NESMITH-MORRISVILLE/WILLIAMSBURG	574	2.67
	33	LITTLE RIVER RD/HORRY	45	2.62
	34	BOOKER HEIGHTS/RICHLAND/REVISED	77	2.61
	35	ANDREWS/GEORGETOWN	50	2.58
	36	HEBRON/WILLIAMSBURG	125	2.57
	37	BLACKMON RD/YORK	29	2.55
	38	WATSON'S RIVERSIDE/HORRY	53	2.53
	39	BLOOMINGVALE/WILLIAMSBURG	456	2.51
	40	MEGETT/CHARLESTON	46	2.50
	41	INTRACOASTAL WATERWAY/HORRY	18	2.44
	42	ATLAS RD/RICHLAND	152	2.40
	43	ROOSEVELT VILLAGE/RICHLAND	76	2.38

FEBRUARY 17, 2000

DHEC/DEH/OWM

1 OF 2

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

COMMUNITY SURVEY FOR SEWER NEED

RANKING BY SEWER NEED

RANKING	COMMUNITY/COUNTY	DWELLINGS SURVEYED	INDEX PER DWELLING
44	LYNCHBURG/LEE	66	2.35
45	AYNOR/HORRY	265	2.32
46	ALLENTOWN/HORRY	134	2.28
47	SOUTH SANTEE/CHARLESTON	102	2.24
48	BURCALE RD/RICHLAND	17	2.24
49	BLUE RIDGE TERRACE/RICHLAND	85	2.19
50	SEMINOLE RD/RICHLAND	61	2.18
51	CHAPIN/LEXINGTON	8	2.13
52	LAKE CITY COUNTRY CLUB/FLORENCE	60	2.10
53	STARKS TERRACE/RICHLAND	99	2.03
54	WISE STREET/NEWBERRY	6	2.00
55	POPLAR/HORRY	565	1.99
56	J.L. JOHNSON SUBDIVISION/YORK	80	1.99
57	MITFORD/FAIRFIELD	306	1.98
58	HOLLYWOOD/CHARLESTON	656	1.95
59	BELMONT/RICHLAND	351	1.90
60	SUMMER HAVEN/RICHLAND	64	1.89
61	TAYLORS/GREENVILLE	552	1.80
62	BELVEDERE/RICHLAND	462	1.80
63	DEW DROP/MCCORMICK	25	1.80
64	SAMPIT/GEORGETOWN	273	1.75
65	ALCOLU/CLARENDON	112	1.75
66	LEEVEY-LIMEHOUSE-BALLINGER HILL/JASPEF	520	1.65
67	SPEARMAN HEIGHTS/ANDERSON	42	1.64
68	CEDAR PINES/LANCASTER	73	1.62
69	NELSON-BOSWELL/RICHLAND	34	1.62
70	SCRANTON/FLORENCE	266	1.61
71	ST. ANDREWS TERRACE/RICH.	11	1.55
72	SWANSEA HEIGHTS SUBDIV./LEXINGTON	52	1.52
73	LONELY STREET/LEXINGTON	12	1.50
74	EASTOVER/RICHLAND	340	1.44
75	SKYVIEW TERRACE/RICHLAND	115	1.44
76	FAIRLAWN COURT/RICHLAND	32	1.41
77	RAVENEL/CHARLESTON	579	1.33
78	MARLEY DRIVE/RICHLAND	29	1.31
79	SHELDON/BEAUFORT	819	1.30
80	SANDRIDGE/HORRY	80	1.30
81	WARD 1 HHI/BEAUFORT	1197	1.24
82	DOUBLE BRANCH/LEXINGTON	75	1.15
83	PORCHER'S BLUFF/CHARLESTON	24	1.00
84	DAVISON-MOBERRY RDS/CHARLESTON	21	1.00
85	EVE STREET/RICHLAND	7	1.00

1999 INTENDED USE PLAN

Clean Water State Revolving Fund

State of South Carolina

*May 1999
Final Plan*

*Dept. of Health & Environmental Control
Budget & Control Board*

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I. Introduction

The federal Clean Water Act (CWA) amendments of 1987 authorized a Clean Water State Revolving Fund (CWSRF) to assist sponsors with the financing of publicly owned treatment facilities (Section 212) and nonpoint source management activities (Section 319). Title VI, Section 601 of the CWA authorizes the Administrator of the US Environmental Protection Agency (EPA) to award capitalization grants to States for the purpose of establishing a low interest loan program to assist eligible CWSRF project sponsors.

The South Carolina Department of Health and Environmental Control (DHEC) is the designated state agency to apply for and administer the capitalization grant for the CWSRF. The State Budget and Control Board (BCB), Office of Local Government conducts the financial functions of the CWSRF and makes loans to project sponsors. South Carolina's allotment of the CWSRF funds appropriated by Congress for Fiscal Year 1999 is \$13,796,145.

Section 606(c) of the CWA requires that an Intended Use Plan (IUP) be developed, reviewed by the public and submitted as part of the state's grant application package to EPA. The purpose of the IUP is to describe how the state intends to use the funds in the CWSRF for the year and how those uses support the objectives of the CWA in the protection of public health and the environment. The CWA requires that the following information be included in the IUP:

- A list of the projects expected to receive funding in the first year after the grant is awarded and a priority list of eligible projects for funding in future years. The lists must include a description of the project, priority assigned and the expected terms of financial assistance. The priority ranking structure (Priority System) must be primarily based upon water quality criteria and demonstrated environmental effects, and addresses the population served by each project.
- The criteria and methods established for the distribution of the funds.
- A description of the financial status of the state loan fund and the short and long term goals of the State loan fund.

III. Project Selection

Under the CWA, the State of South Carolina must develop a comprehensive priority list of projects, as well as identify those projects expected to receive SRF loans from funds currently available in the CWSRF ("priority projects"). To receive a loan under the CWSRF program, projects must ultimately appear on the comprehensive list. Pursuant to Section 216 of the CWA, the IUP contains a priority list of POTW [Section 212] projects. In addition, though not specifically required by Section 216, the State has integrated nonpoint source [Section 319] projects into the same comprehensive priority list.

A. Five-Year Priority List and Priority Ranking System

The CWSRF priority list ranks all projects under consideration for a loan in priority order, describes the project for which funds are requested, and provides an estimated total cost for each project. Since fiscal year 1993, the State has employed a five-year priority system. Fiscal year 1998 began a new five-year cycle which will end in fiscal year 2002. With the new cycle, the priority system was redesigned to be more watershed-based. specifically ranks not only the conventional municipal wastewater treatment projects the CWSRF has historically funded, but also nonpoint source [NPS] projects, which are integrated with POTW projects in the common priority ranking system. The five-year "South Carolina Nonpoint Source Management Program for 1999" ["319 Plan"] is being developed as required by the 1996 EPA NPS guidelines. IUP and 319 Plan development will be coordinated closely between Department personnel responsible for those respective functions.

A feature of the CWSRF priority list that is distinguished from DWSRF requirements is that SRF financial assistance may be provided a project regardless of priority list ranking. As such, a "first come, first served" approach is used, making readiness to proceed a dominant funding factor for a CWSRF project.

The State of South Carolina uses the following ranking system in developing a comprehensive priority list of projects eligible for assistance from the CWSRF. This ranking system is based on the above criteria as well as a State initiative to encourage and facilitate the regionalization of publicly owned wastewater treatment facilities.

Projects eligible for assistance will be divided into nine categories with projects in Category 1 receiving the highest priority list ranking and projects listed in Category 9 receiving the lowest.

1. Category 1

Projects on the *Community Survey for Sewer Needs* list maintained by DHEC's Bureau of Environmental Sanitation which have an Index-Per-Dwelling rating of 3.00 or above ["Imminent Health Hazard" projects]. Projects within that list are prioritized in descending order of Index-Per-Dwelling ratings.

2. Category 2

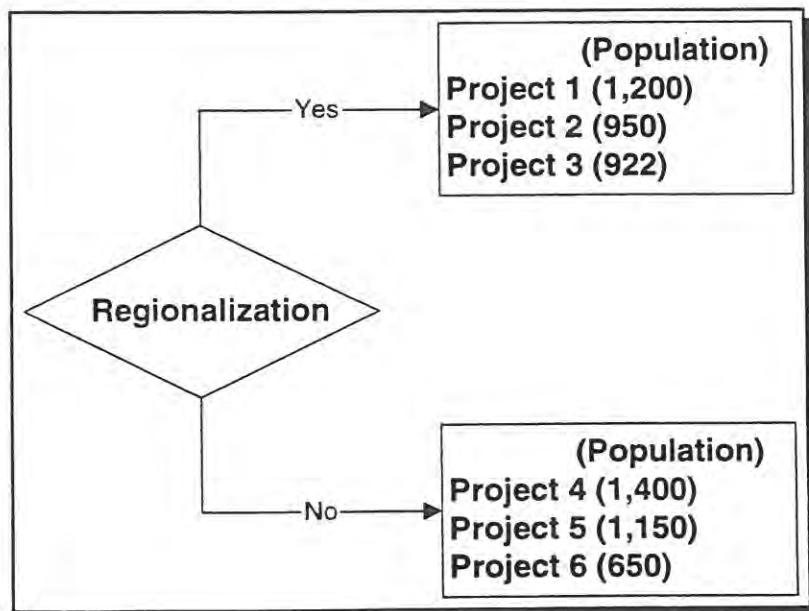
Projects involving improvement of *point source* discharges whose locations and parameters are cited on the *Priority-Ranked List of Waterbodies Targeted for Water Quality Management Action*, pursuant to Section 303(d) of the Clean Water Act [The 303(d) List].

- Regionalization; and,
- Existing population affected by the project

Projects in these categories are first grouped based on whether or not the project will result in the regionalization of treatment/transportation facilities. The group of projects resulting in such regionalization will be ranked higher than those that do not. “Regionalization” in the CWSRF program means two or more separate treatment/transportation systems are combining to form one system with common wastewater treatment, whether under the same or separate management structures. The typical regionalization situation involves a larger system interconnecting a smaller system and eliminating the smaller system’s treatment facility.

The projects within each of these two groups are further subdivided based on the *existing* population affected by the project, with the highest population receiving the highest ranking.

The figure below illustrates conceptually how projects in each category will be ranked.



B. Project Questionnaire

In general, to be placed on the comprehensive priority list of projects, an eligible project sponsor must complete and submit to DHEC a Project Questionnaire (Attachment 1). A project sponsor may submit a completed questionnaire for a project at any time during the five-year CWSRF priority list period; however, if the sponsor wishes its project(s) to be listed in a specific fiscal year’s CWSRF IUP, the Project Questionnaire should be submitted no later than that year’s public notice of the draft IUP. Projects on the *Community Survey for Sewer Needs* are “automatically” on the priority list, and

CWSRF program, land may be acquired under proper eminent domain procedures, where necessary.

3. Planning and design costs

The CWSRF may provide assistance for the costs of project planning and design (e.g., costs for consulting engineering services) as a component of a loan for construction. These costs may be reimbursed in the first construction draw for a project with documentation of costs.

4. Phasing of a CWSRF project

To make construction and/or funding more manageable, a project may be divided into separately-funded phases or segments, at the option of the sponsor. However, to be CWSRF-eligible, any such phase or segment must be of reasonable size and, when constructed, must have the capability of being placed into immediate full operation, i.e., without its full operation being dependent on a subsequent project phase or segment or other outside operation yet to be completed. After a given project phase is funded, subsequent phases must stand separately in competing with other projects for priority list ranking in later fiscal years.

G. Projects Not Eligible for Funding

The CWSRF will not provide funding assistance for the following projects and activities:

- Refinancing of existing debt;
- Projects for systems that lack adequate technical, managerial and financial capability;
- Projects exclusively correcting operation and maintenance deficiencies;
- Projects for systems in NPDES noncompliance, unless funding will ensure compliance; and,
- Projects which are not placed into active operation within a reasonable period of time, not to exceed one year from the date construction is completed.

H. Loan Applications

The Budget and Control Board will accept loan applications each fiscal year from October 1, through June 30. DHEC's approval of the project's preliminary engineering report (PER) and the issuance of a DHEC Permit to Construct, as a CWSRF project, are required for a complete loan application.

I. Public Participation in the Development of the IUP

A copy of this final IUP is being mailed to each project sponsor on the draft priority list, and to other interested parties. In addition, a notice of availability of the IUP was published in *The State*, *The Greenville News*, *The Post and Courier*, and the *Sun News* (daily newspapers).



Wastewater Projects - Low-Interest Loans

SRF — DHEC Use Only

PROJECT QUESTIONNAIRE:

To be considered for a project loan, please complete one questionnaire for each project. For example:

A project might be the upgrade of a treatment facility, or the interconnection of a collection system. Another project might be to address storm water runoff.

Feel free to copy this form.

The South Carolina CWSRF
The Clean Water State Revolving Fund [CWSRF] was established by the Clean Water Act to provide low-interest loans for building/upgrading wastewater treatment works. Section 319 of the Act provided for nonpoint source management activities. Beginning in 1998, South Carolina DHEC created a more watershed-based priority system. The system ranks not only the conventional municipal wastewater treatment projects the CWSRF has historically funded, but also nonpoint source projects.

Sponsor Information

PROJECT SPONSOR _____
ADDRESS _____
CONTACT _____ PHONE _____
NPDES/ND # _____ COUNTY _____

Project Information

PROJECT TITLE _____
DESCRIBE THE NEED FOR THE PROJECT _____

PROJECT COMPONENTS _____

PROJECT COST ESTIMATE \$ _____
EXISTING POPULATION AFFECTED BY PROJECT _____

SIGNATURE _____ DATE _____

Return to: SRF Section • Bureau of Water • 2600 Bull St. • Columbia, SC 29201

Attachment 2 (page 1/6)

Five Year (1998-2002) CWSRF Comprehensive Project Priority List

Sponsor	Project Number (SRF-)	County	Loan Amount (\$)	Project Description/ Purpose	Category	R/C?	Dwellings Surveyed	Index per Dwelling	Affected Population	Rank
Edgefield Co. WSA (via Edgefield)	N/A	EDGE	N/A	Edgefield CPM collection system	1	N/A	17	3.94	N/A	1
Edgefield Co. WSA (via Edgefield)	N/A	EDGE	N/A	Johnston WPDE collection system	1	N/A	44	3.82	N/A	2
Berkeley County WSA	N/A	BERK	N/A	Lower Strawberry collection system	1	N/A	8	3.63	N/A	3
Greeleyville, Town of	N/A	WILL	N/A	Greeleyville collection system	1	N/A	222	3.55	N/A	4
N/A	N/A	BERK	N/A	Pringletown collection system	1	N/A	134	3.54	N/A	5
N/A	N/A	GEOR	N/A	Choppee collection system	1	N/A	175	3.48	N/A	6
Georgetown County WSD	N/A	GEOR	N/A	Penny Royal Road collection system	1	N/A	154	3.31	N/A	7
Lane, Town of	N/A	WILL	N/A	Lane collection system	1	N/A	228	3.31	N/A	8
N/A	N/A	HORR	N/A	Bennettown collection system	1	N/A	37	3.30	N/A	9
Dorchester County	N/A	DORC	N/A	Four Holes collection system	1	N/A	105	3.26	N/A	10
N/A	N/A	GEOR	N/A	Plantersville collection system	1	N/A	128	3.23	N/A	11
Berkeley County WSA	N/A	BERK	N/A	Calhoy collection system	1	N/A	122	3.19	N/A	12
Richland County	N/A	RICH	N/A	Lower Richland Boulevard collection system	1	N/A	47	3.19	N/A	13
N/A	N/A	WILL	N/A	Sandridge collection system	1	N/A	56	3.14	N/A	14
N/A	N/A	MARI	N/A	Brittons Neck collection system	1	N/A	167	3.14	N/A	15
Grand Strand WSA	381-48	HORR	475,000	Burgess sewer system expansion	1	N	N/A	3.14	125	16
Grand Strand WSA	N/A	HORR	N/A	Cedar Branch collection system	1	N/A	110	3.12	N/A	17
Conway, City of	N/A	HORR	N/A	Cochrantown collection system	1	N/A	129	3.00	N/A	18
Bamberg County	624-01	BAMB	7,760,000	Regional WWTP	2	Y	-	-	14,029	19
Grand Strand WSA	381-46	HORR	5,250,000	GSWSA Central WWTP upgrade & golf course discharge	2	N	-	-	7,800	20
Allendale, Town of	382-04	ALLE	2,600,000	WWTP upgrade	2	N	-	-	7,700	21
Walterboro, City of	441-04	COLL	750,000	I/I repairs	2	N	-	-	6,352	22
Union, City of	373-10	UNIO	850,000	Tosch's Creek WWTP sludge facilities upgrade	2	N	-	-	5,800	23
Ware Shoals, Town of	537-04	GREC	500,000	Saluda River WWTP upgrade	2	N	-	-	2,480	24
Aiken County PSA	321-14	AIKE	939,133	Green Acres interceptor	4	Y	-	-	510	25
Blackville, Town of	477-05	BARN	2,000,000	WWTP upgrade	4	N	-	-	2,900	26
Saluda, Town of	405-07	SALU	1,500,000	WWTP upgrade & land application	4	N	-	-	2,800	27
Grand Strand WSA.	381-55	HORR	5,000,000	GSWSA North Strand Regional WWTP upgrade	5	N	-	-	20,000	28
Newberry County WSA	603-02	NEWB	600,000	Delwall Creek/Mid Carolina WWTP upgrade	5	N	-	-	9,000	29
Jonesville, Town of	396-02	UNIO	350,000	WWTP upgrade	5	N	-	-	1,300	30

Attachment 2 (page 3/6)

Sponsor	Project Number (SRF-)	County	Loan Amount (\$)	Project Description/ Purpose	Category	R/C?	Dwellings Surveyed	Index per Dwelling	Affected Population	Rank
Florence County	N/A	FLOR	N/A	Lake City Country Club collection system	7	N/A	60	2.10	N/A	63
Richland County	574-18	RICH	355,500	Starks Terrace collection system	7	N/A	99	2.03	246	64
Newberry, City of	N/A	NEWB	N/A	Wise Street collection system	7	N/A	6	2.00	N/A	65
Grand Strans WSA	381-51	HORR	1,500,000	Poplar collection system	7	N/A	565	1.99	700	66
N/A	N/A	YORK	N/A	J.L. Johnson Subdivision collection system	7	N/A	80	1.99	N/A	67
N/A	N/A	FAIR	N/A	Mitford collection system	7	N/A	306	1.98	N/A	68
Hollywood, Town of	N/A	CHAR	N/A	Hollywood collection system	7	N/A	656	1.95	N/A	69
Richland County	574-14	RICH	336,900	Belmont Community collection system	7	N/A	351	1.90	595	70
Richland County	N/A	RICH	N/A	Summer Haven collection system	7	N/A	64	1.89	N/A	71
Richland County	574-09	RICH	1,377,200	Belvedere collection system	7	N/A	462	1.80	1,418	72
Taylor's FSD	623-02	GREE	1,580,000	Project 80 - Phase IV	7	N/A	552	1.80	717	73
N/A	N/A	McCO	N/A	Dew Drop collection system	7	N/A	25	1.80	N/A	74
Georgetown County WSD	N/A	GEOR	N/A	Sampt collection system	7	N/A	273	1.75	N/A	75
Manning, City of	N/A	CLAR	N/A	Alcolu collection system	7	N/A	112	1.75	N/A	76
Hardeeville, Town of	N/A	JASP	N/A	Leevy-Limehouse-Ballinger Hill collection system	7	N/A	520	1.65	N/A	77
N/A	N/A	ANDE	N/A	Spearman Heights collection system	7	N/A	42	1.64	N/A	78
N/A	N/A	LANC	N/A	Cedar Pines collection system	7	N/A	73	1.62	N/A	79
Richland County	574-15	RICH	368,400	Nelson-Boswell collection system	7	N/A	34	1.62	109	80
Lake City, City of	413-04	FLOR	654,590	Scranton sewer system	7	N/A	266	1.61	1,000	81
Richland County	574-11	RICH	126,100	St. Andrews Terrace collection system	7	N/A	11	1.55	37	82
Swansea, Town of	N/A	LEXI	N/A	Swansea Heights Subdivision collection system	7	N/A	52	1.52	N/A	83
N/A	N/A	LEXI	N/A	Lonely Street collection system	7	N/A	12	1.50	N/A	83
Richland County	574-06	RICH	1,506,969	Eastover sewer system	7	N/A	340	1.44	416	85
Richland County	574-08	RICH	500,200	Skyview Terrace collection system	7	N/A	115	1.44	309	86
Richland County	574-12	RICH	205,100	Fairlawn Court collection system	7	N/A	32	1.41	45	87
N/A	N/A	CHAR	N/A	Ravenel collection system	7	N/A	579	1.33	N/A	88
Richland County	574-13	RICH	348,400	Marley Drive collection system	7	N/A	29	1.31	190	89
N/A	N/A	BEAU	N/A	Sheldon collection system	7	N/A	819	1.30	N/A	90
Grand Strand WSA	N/A	HORR	N/A	Sandridge collection system	7	N/A	80	1.30	N/A	91
N/A	N/A	BEAU	N/A	Ward 1 HHI collection system	7	N/A	1197	1.24	N/A	92
West Columbia, City of	N/A	LEXI	N/A	Double Branch collection system	7	N/A	75	1.15	N/A	93
Charleston County	N/A	CHAR	N/A	Porcher's Bluff collection system	7	N/A	24	1.00	N/A	94

Attachment 2 (page 5/6)

Sponsor	Project Number (SRF-)	County	Loan Amount (\$)	Project Description/ Purpose	Category	R/C?	Dwellings Surveyed	Index per Dwelling	Affected Population	Rank
Pickens County PSC	592-08	PICK	11,790,000	Rices Creek WWTP & Interceptor	9	Y	-	-	7,390	127
Pickens County PSC	592-15	PICK	5,498,000	18 Mile Creek upper regional WWTP	9	Y	-	-	4,000	128
Beaufort-Jasper WSA	520-09	BEAU	3,244,000	Bluffton regional WWTP	9	Y	-	-	2,600	129
Landrum, City of	249-02	SPAR	3,340,000	Page Creek WWTP upgrade	9	Y	-	-	2,347	130
Spartanburg SSD	371-60	SPAR	975,000	Middle Tyger River Interceptor	9	Y	-	-	1,410	131
Georgetown County WSD	548-11	GEOR	349,767	Wedgfield Interceptor, pump station, & force main	9	Y	-	-	1,360	132
Georgetown County WSD	548-26	GEOR	1,115,689	Penny Royal Interceptor	9	Y	-	-	N/A	133
Grand Strand WSA	381-52	HORR	20,000,000	Tip-Top Tree Farm application	9	N	-	-	145,300	134
East Richland County PSD	524-19	RICH	3,000,000	WWTP upgrade	9	N	-	-	60,000	135
Sumter, City of	442-35	SUMT	17,500,000	Pocataligo WWTP expansion and new outfall line - Phase II	9	N	-	-	57,149	136
Western Carolina RSA	370-91	GREE	8,000,000	Mauldin Road septage facility	9	N	-	-	40,000	137
Fort Mill, Town of	336-05	YORK	500,000	WWTP Upgrade/Expansion	9	N	-	-	33,000	138
Hilton Head PSD # 1	509-03	BEAU	10,000,000	WWTP Upgrade	9	N	-	-	16,000	139
Spartanburg SSD	371-58	SPAR	1,375,000	Buckeye Forest WWTP	9	N	-	-	11,200	140
McCormick CPW	261-05	McCO	72,300	Hawe Creek pump station	9	N	-	-	8,868	141
McCormick CPW	261-04	McCO	350,000	Correctional institution pretreatment	9	N	-	-	8,868	142
McCormick CPW	261-03	McCO	172,000	Sludge digester & disposal system	9	N	-	-	8,868	143
North Myrtle Beach, City of	562-02	HORR	6,000,000	WWTP Improvement	9	N	-	-	8,525	144
Laurens County CPW	540-04	LAUR	1,400,000	Clinton/Joanna WWTP upgrade	9	N	-	-	8,162	145
James Island PSD	543-04	CHAR	7,495,000	Sewer system expansion	9	N	-	-	8,000	146
Batesburg-Leesville, Town of	440-02	LEXI	2,500,000	Sewer collection expansion	9	N	-	-	6,200	147
Cheraw, Town of	483-04	CHES	4,002,653	WWTP upgrade / expansion	9	N	-	-	6,103	148
Union, City of	373-10	UNIO	484,000	Meansville Road pump station parallel interceptor &	9	N	-	-	5,731	149
Hampton, Town of	392-06	HAMP	1,905,804	WWTP expansion	9	N	-	-	5,500	150
Easley Combined Utility System	465-03	PICK	9,607,000	Georges Creek plant & lines	9	N	-	-	5,300	151
Spartanburg SSD	371-45	SPAR	2,000,000	Peters Creek WWTP & Interceptor	9	N	-	-	5,300	152
Barnwell, City of	445-04	BARN	4,800,000	WWTP expansion	9	N	-	-	5,255	153
Allendale County	617-01	ALLE	3,250,000	WWTP	9	N	-	-	3,800	154
Pickens County PSC	592-11	PICK	220,500	Middle Branch Interceptor - Phase II	9	N	-	-	3,580	155
Spartanburg SSD	371-57	SPAR	2,700,000	Grays Creek pump station, force main & Interceptor	9	N	-	-	3,166	156
Chesnee, Town of	505-03	SPAR	500,000	WWTP upgrade & expansion	9	N	-	-	2,750	157
Aiken County PSA	321-15	AIKE	4,356,324	Willow Springs Interceptor	9	N	-	-	2,535	158

Attachment 3

Fiscal Year 1999 CWSRF Active Project Priority List

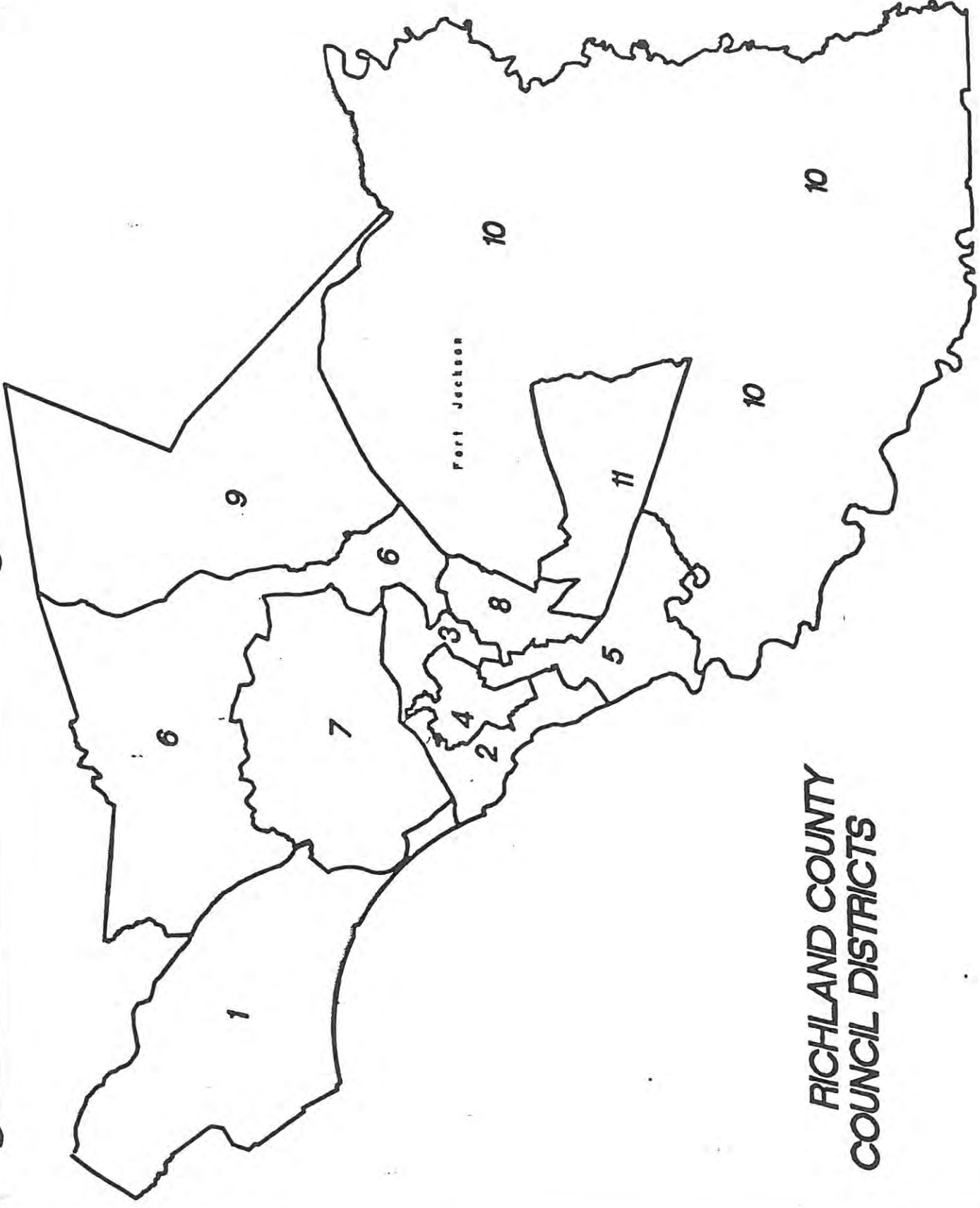
Sponsor	Project Number (SRF-)	County	Loan Amount (\$)	Project Description/ Purpose	Affected Population
Grand Strand WSA	381-51	HORR	1,500,000	Poplar Collection System	700
Cheraw, Town of	483-04	CHES	4,002,653	WWTP Upgrade / Expansion	6,103
Greer CPW	463-10	SPAR	1,759,850	S. Tyger R. Pump Station & Interceptor	17,500
Grand Strand WSA	381-50	HORR	1,600,000	Aynor Collection System	800
Anderson County	379-04	ANDE	1,507,139	Phase I system improvements	N/A
Mt. Pleasant WSC	511-21	CHAR	2,600,000	Regional Pump Station	5,660
Laurens County WSC	540-04	LAUR	1,726,950	Clinton/Joanna WWTP Upgrade	8,162
Spartanburg, City of	439-04	SPAR	1,060,000	Sanitary Sewer System Improvements	25,000
Barnwell, City of	445-04	BARN	246,936	WWTP Expansion	5,255
Grand Strand WSA	381-52	HORR	16,500,000	Tip-Top Tree Farm Application	145,300
Anderson County	379-05	ANDE	2,169,200	US 76/Sandy Springs Sewer Extension	250
Georgetown, City of	412-10	GEOR	8,100,000	WWTP Upgrade / Expansion	29,099
Georgetown County WSD	548-24	GEOR	7,500,000	Regional Wastewater Interceptor	2,776
Berkeley County WSA*	496-14	BERK	214,000	Cainhoy Area Sewer Extension - HARDSHIP GRANT	720
Hilton Head PSD #1	509-03	BEAU	10,000,000	WWTP Upgrade	8,287
Fort Mill, Town of	336-05	YORK	500,000	WWTP Upgrade / Expansion	33,000
Oconee County SC	366-17	OCON	1,500,000	Sludge Dryer	65,200
		TOTAL	55,224,225		

N/A = not available

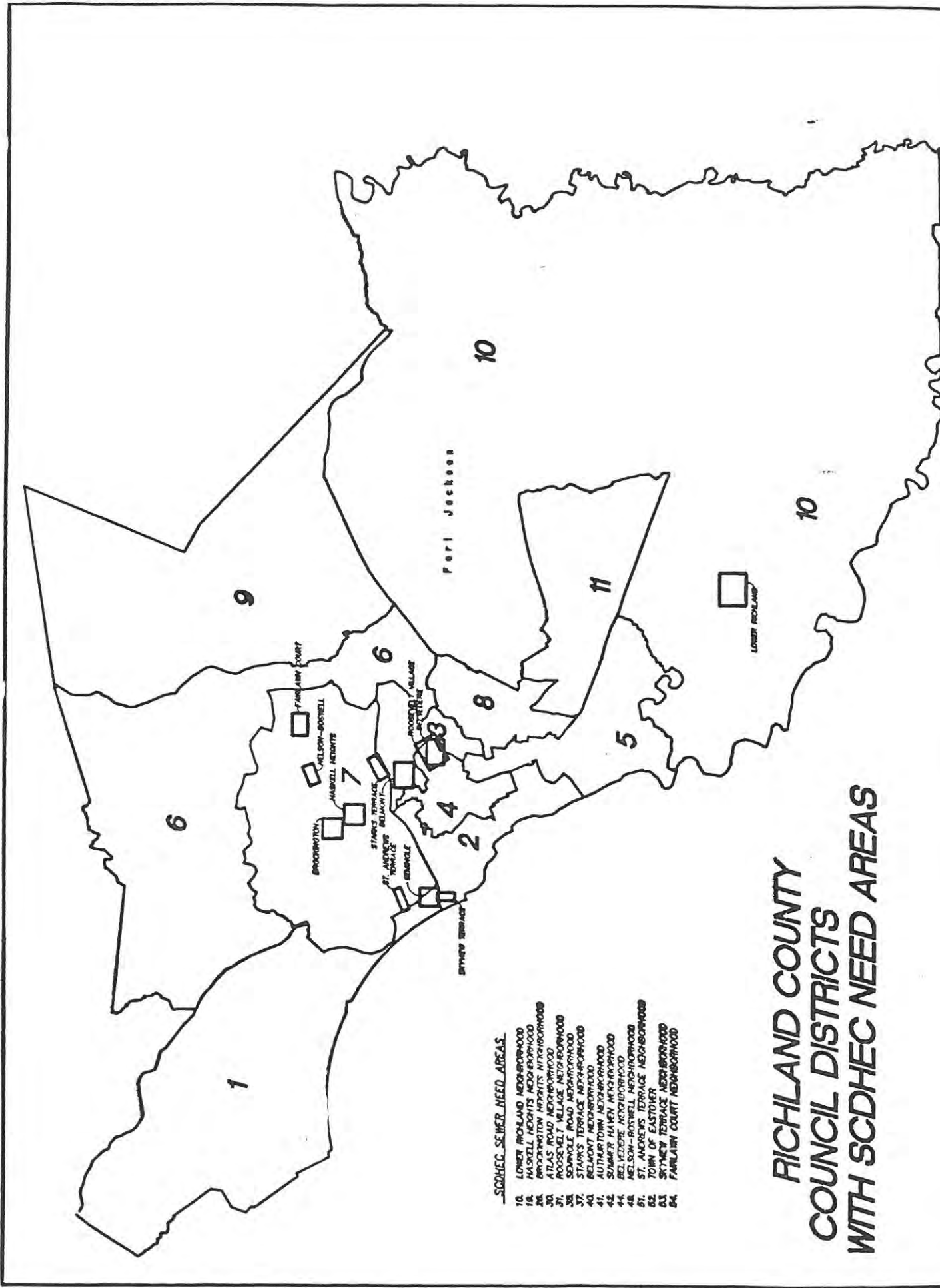
* Portion of project funding is hardship grant, remainder is SRF loan.

APPENDIX B
LOCATION MAPS FOR TWELVE SEPTIC TANK
RETROFIT PROJECTS

Draft of April 6, 2000



**RICHLAND COUNTY
COUNCIL DISTRICTS**



SCDHEC SEWER NEED AREAS

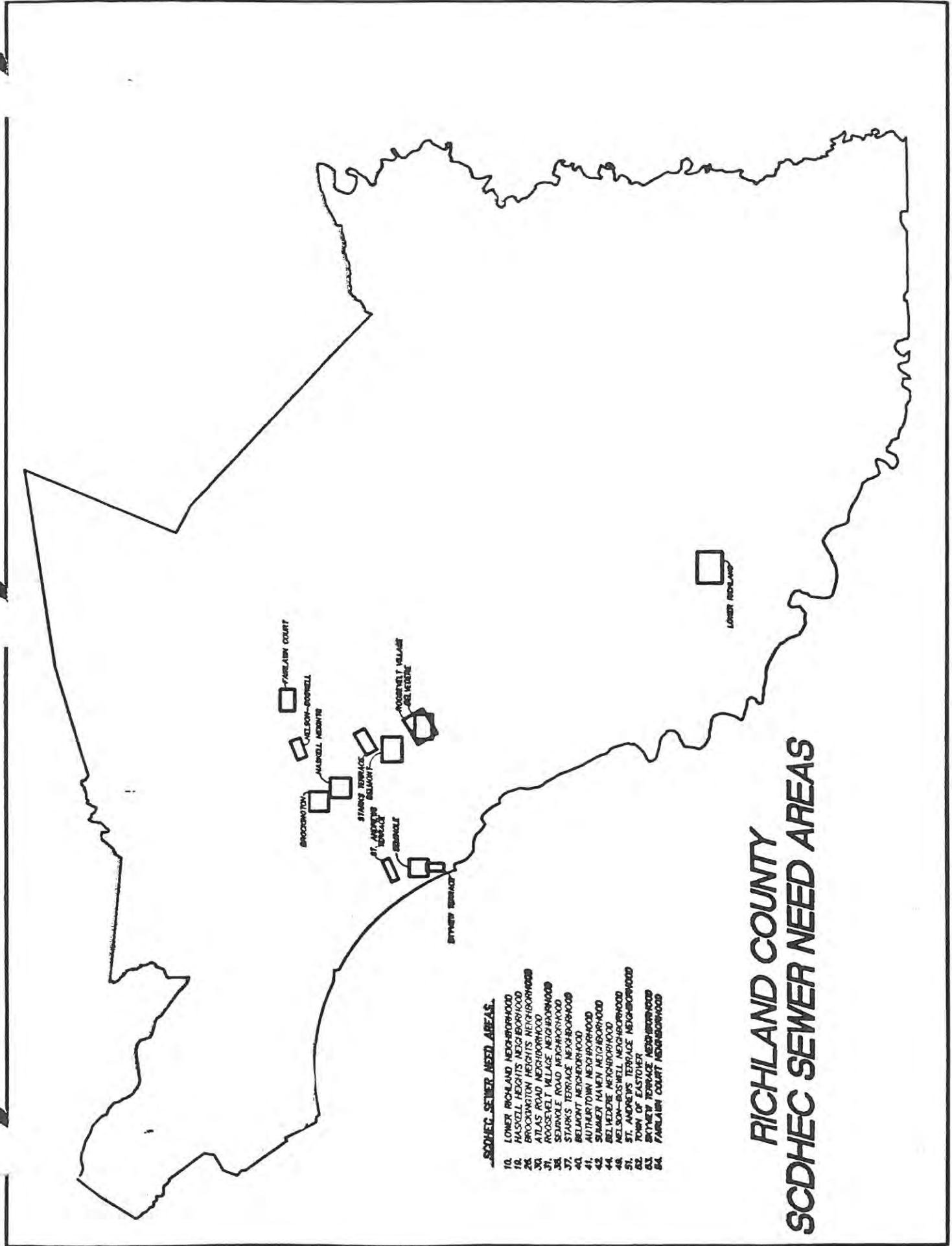
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- 18. HASKELL HEIGHTS NEIGHBORHOOD
- 28. PROXIMITY HEIGHTS NEIGHBORHOOD
- 30. ATLAS ROAD NEIGHBORHOOD
- 31. ROOSEVELT VILLAGE NEIGHBORHOOD
- 38. SEMMOLE ROAD NEIGHBORHOOD
- 37. STARKS TERRACE NEIGHBORHOOD
- 40. BELMONT NEIGHBORHOOD
- 41. AUTHARTON NEIGHBORHOOD
- 42. SUMMER HAVEN NEIGHBORHOOD
- 44. BELLEFLORE NEIGHBORHOOD
- 48. WILSON-ROSWELL NEIGHBORHOOD
- 51. ST. ANDREW'S TERRACE NEIGHBORHOOD
- 52. TOWN OF EASTOVER
- 53. SUTHERLAND NEIGHBORHOOD
- 54. FAIRLAWN COURT NEIGHBORHOOD

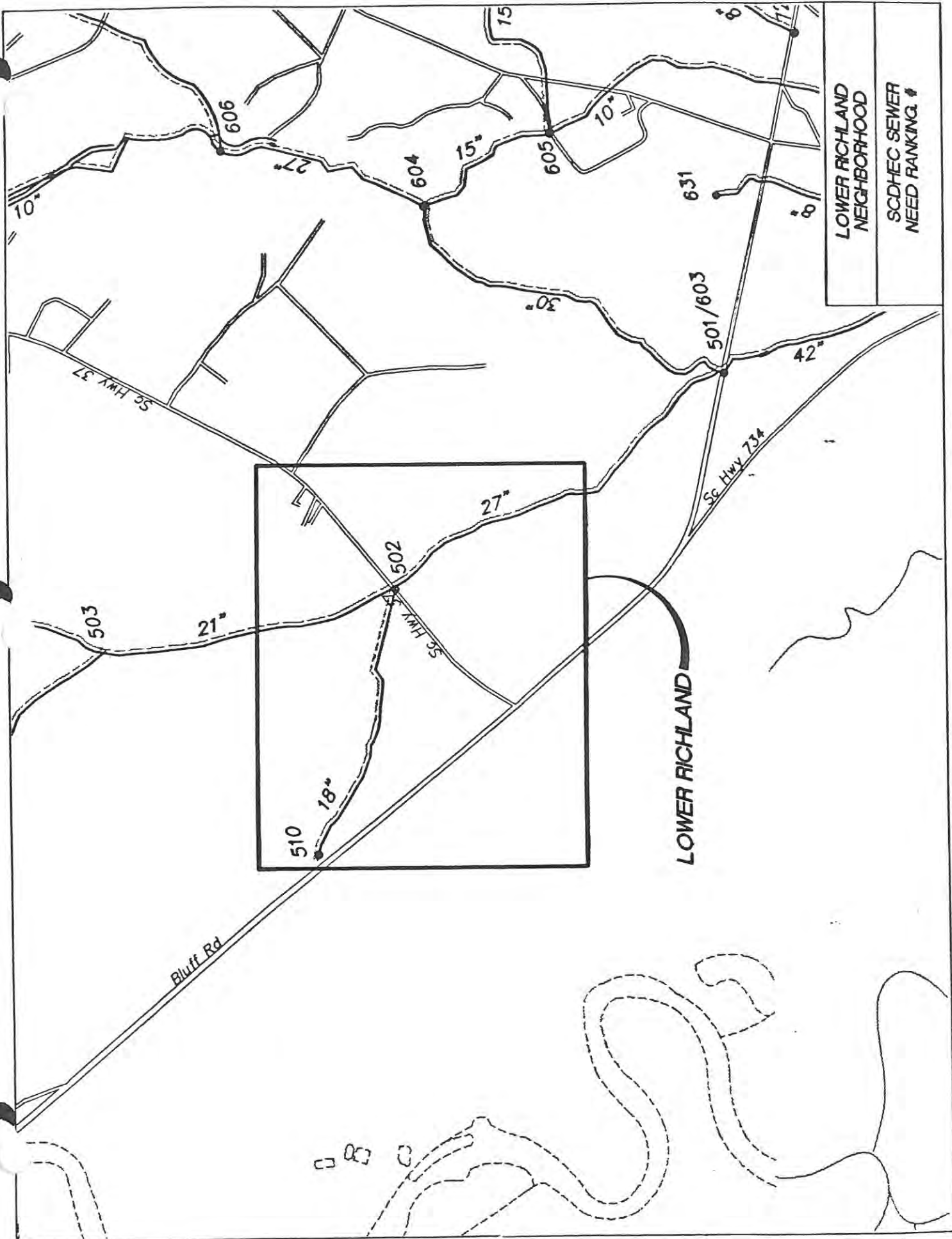
**RICHLAND COUNTY
COUNCIL DISTRICTS
WITH SCDHEC NEED AREAS**

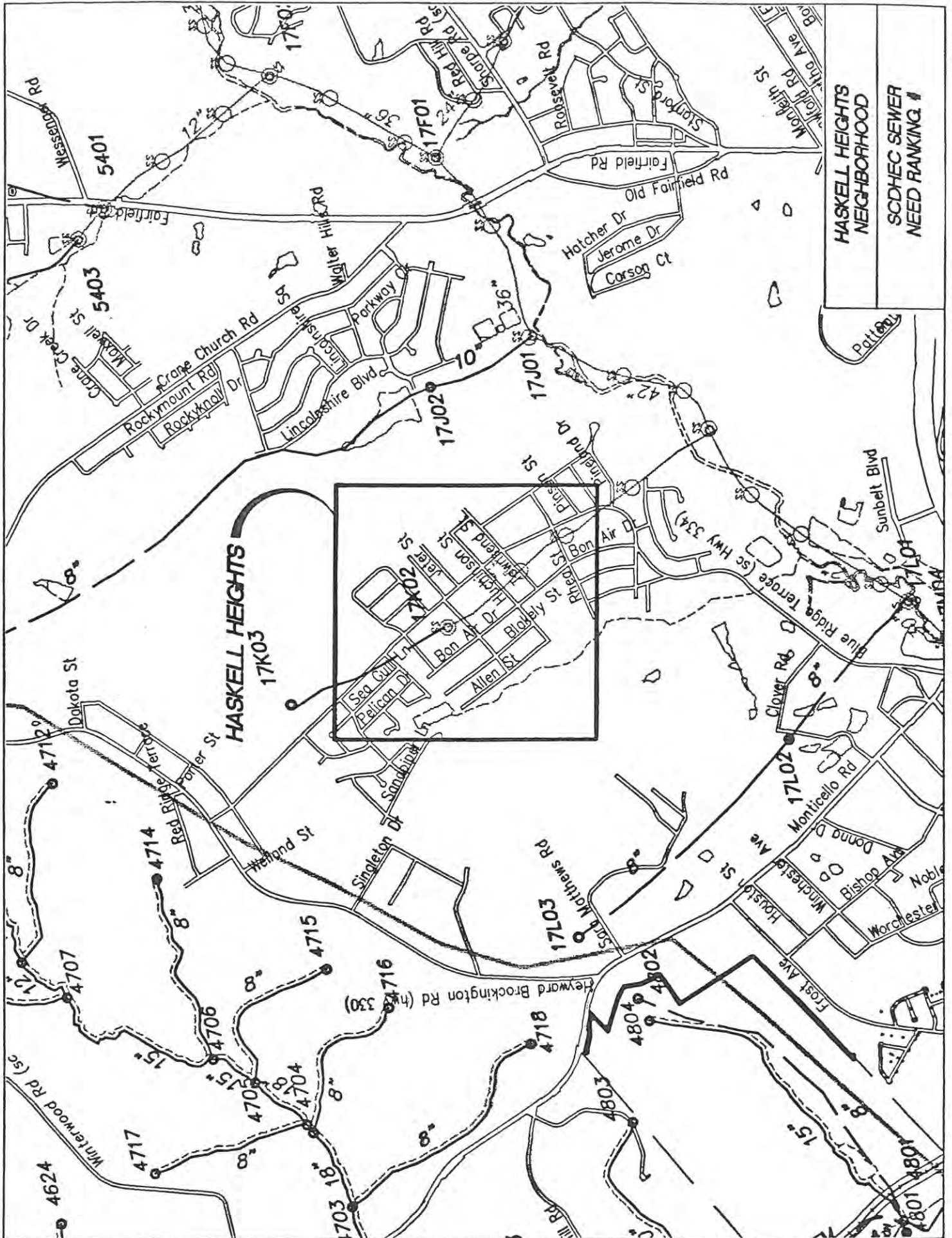
SCDHEC SEWER NEED AREAS

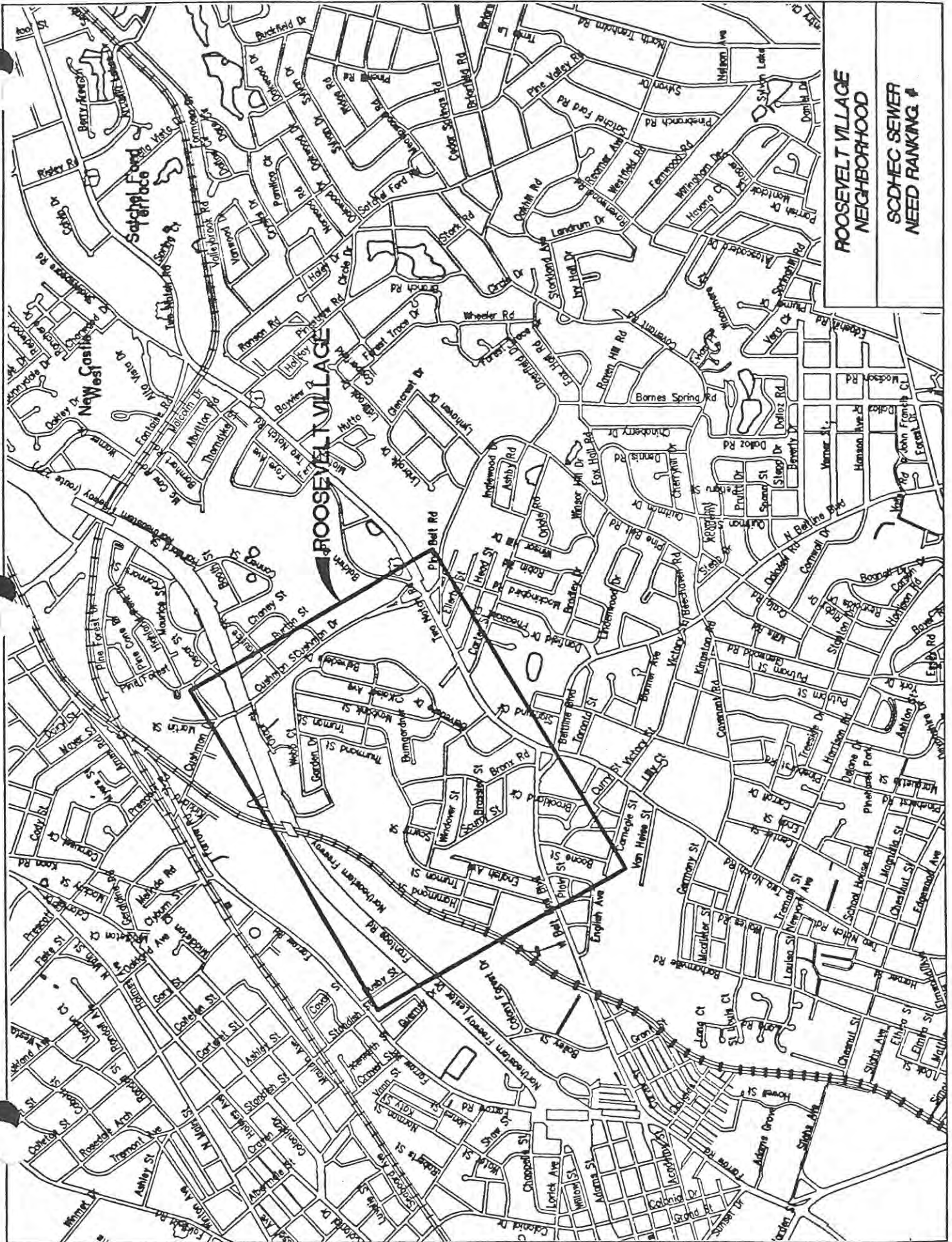
- 10. LOWER RICHLAND NEIGHBORHOOD
- 12. HAZELL HEIGHTS NEIGHBORHOOD
- 24. BROOKMOUTH NEIGHBORHOOD
- 30. ATLAS POINT HEIGHTS NEIGHBORHOOD
- 31. ROOSEVELT PLACE NEIGHBORHOOD
- 34. STARKS ROAD NEIGHBORHOOD
- 37. STARKS TERRACE NEIGHBORHOOD
- 40. BELMONT NEIGHBORHOOD
- 41. AUTHERTOWN NEIGHBORHOOD
- 42. SUMNER HAVEN NEIGHBORHOOD
- 44. BELVEDERE NEIGHBORHOOD
- 48. NELSON-BOSSWELL NEIGHBORHOOD
- 51. ST. ANDREW'S TERRACE NEIGHBORHOOD
- 52. TOWN OF EASTOVER
- 53. SYDNEY TERRACE NEIGHBORHOOD
- 54. FARLAIN COURT NEIGHBORHOOD

**RICHLAND COUNTY
SCDHEC SEWER NEED AREAS**

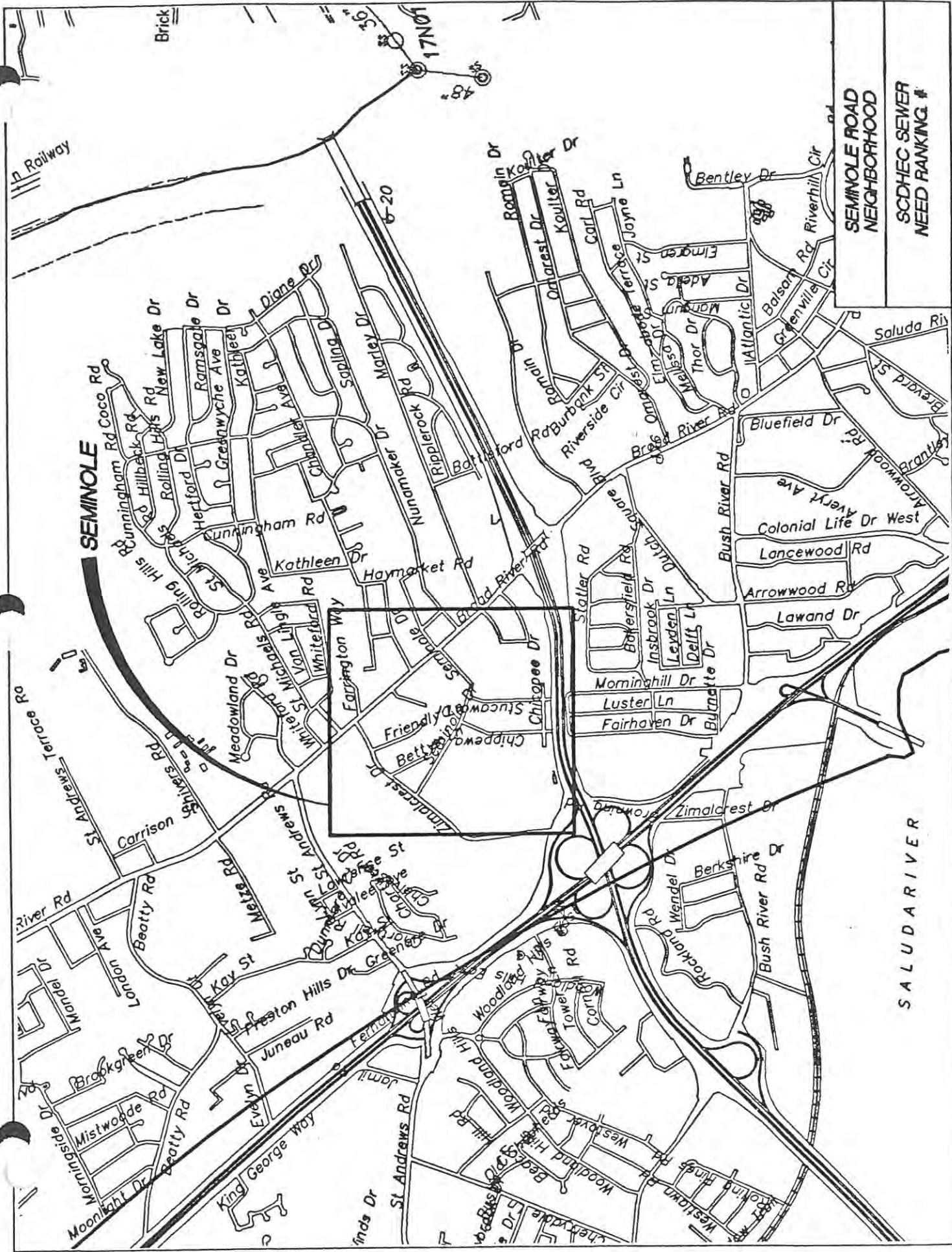




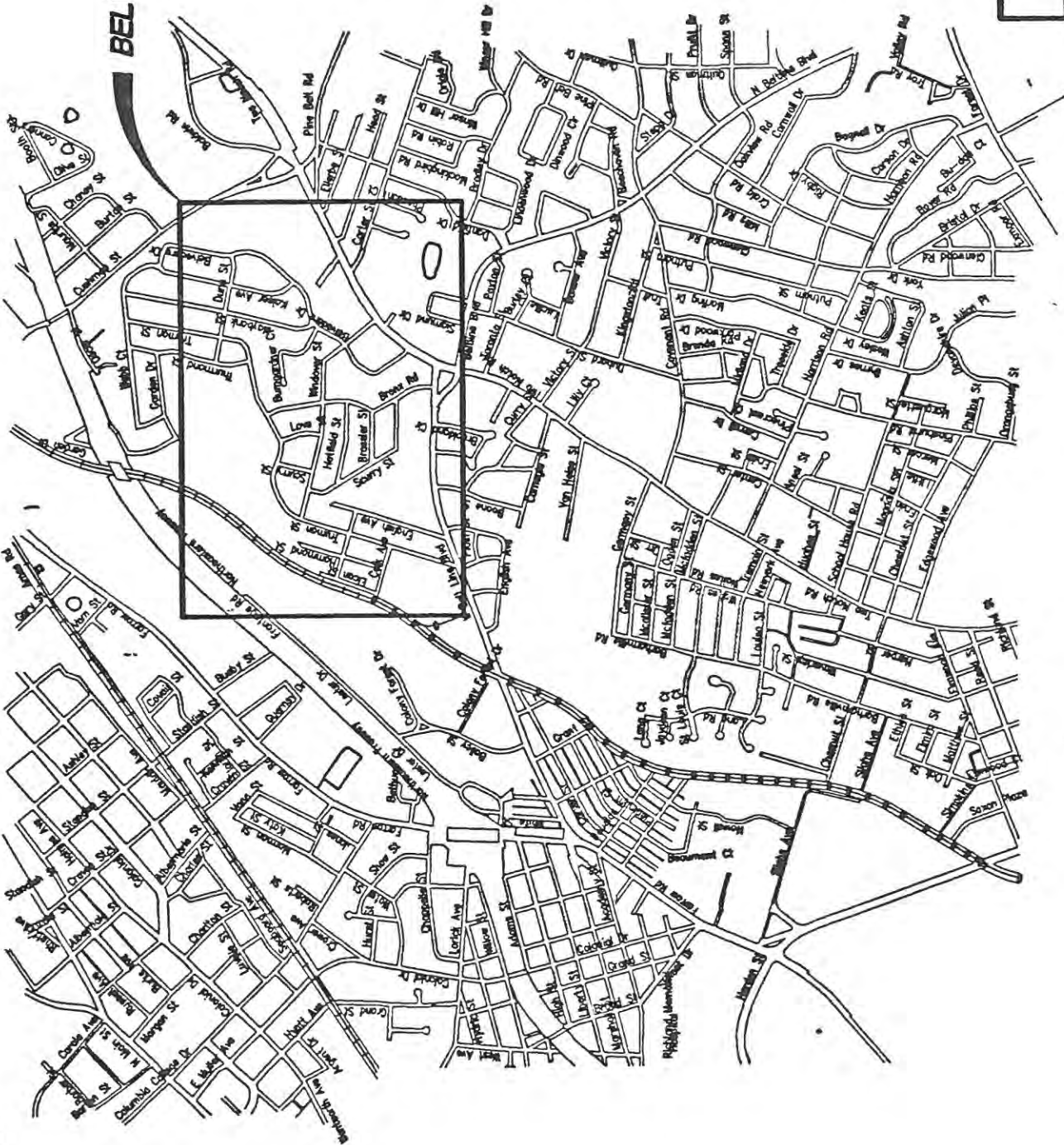




**ROOSEVELT VILLAGE
NEIGHBORHOOD**
**SCDHEC SEWER
NEED RANKING #**

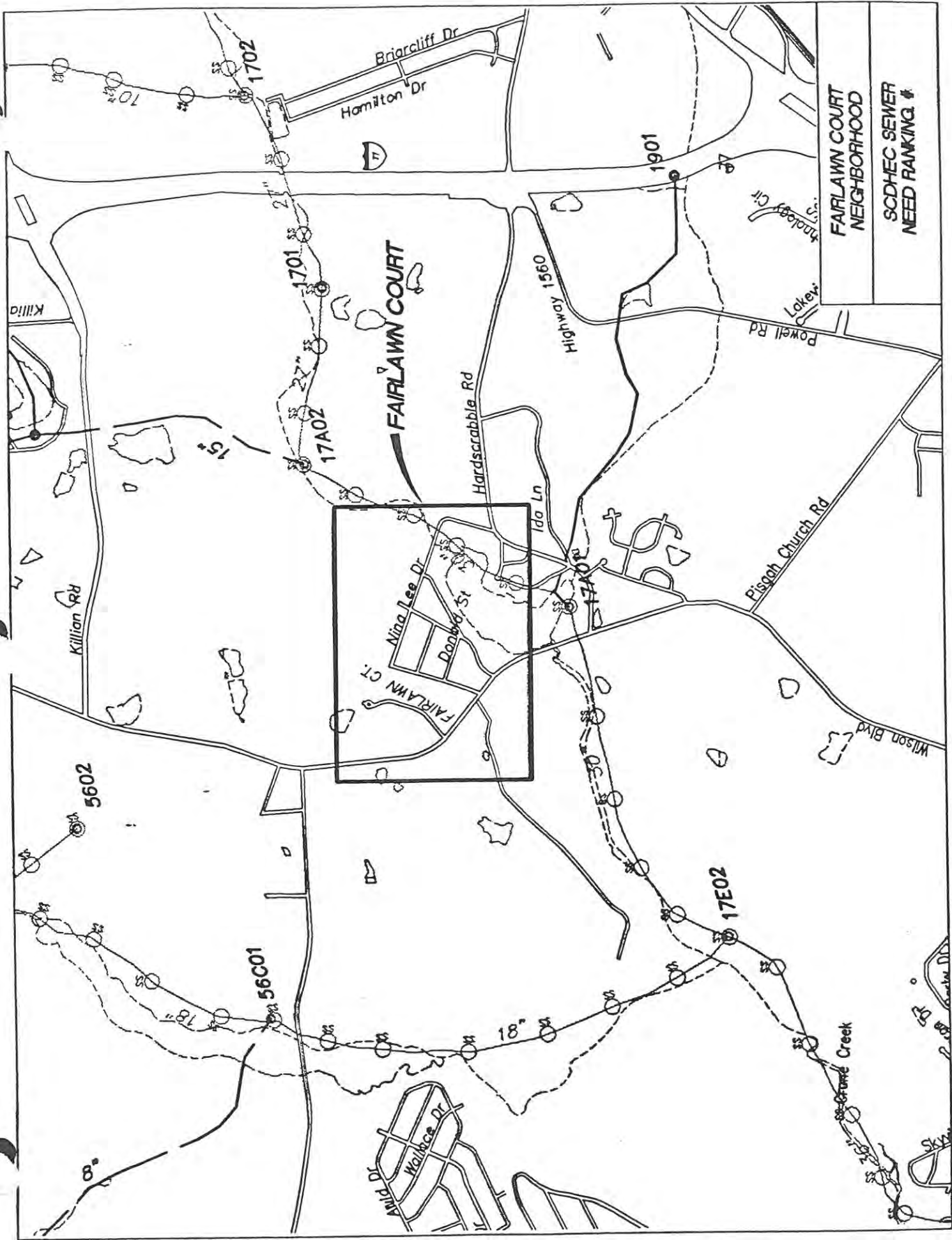


BELVEDERE

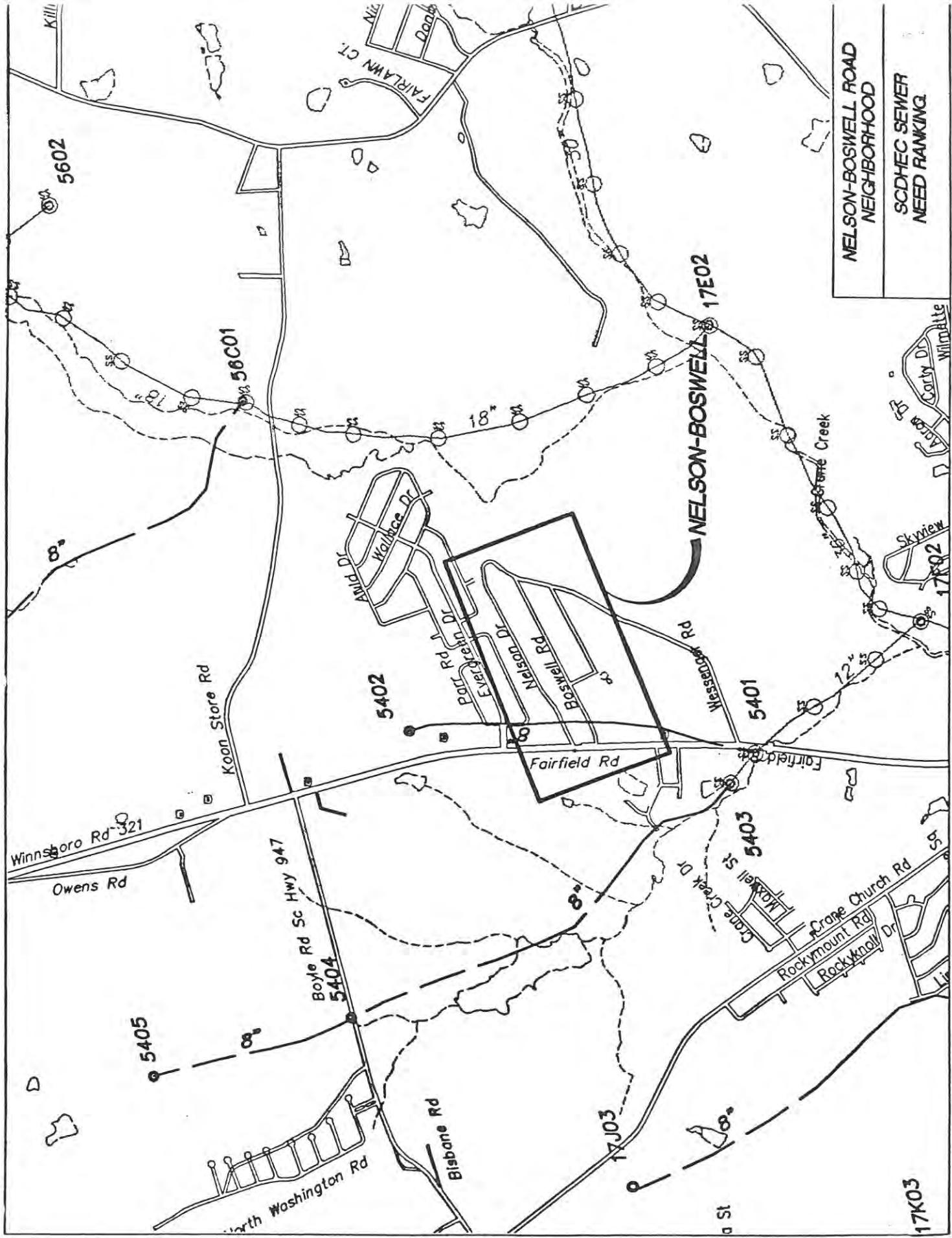


**BELVEDERE
NEIGHBORHOOD**

**SCDHEC SEWER
NEED RANKING #**

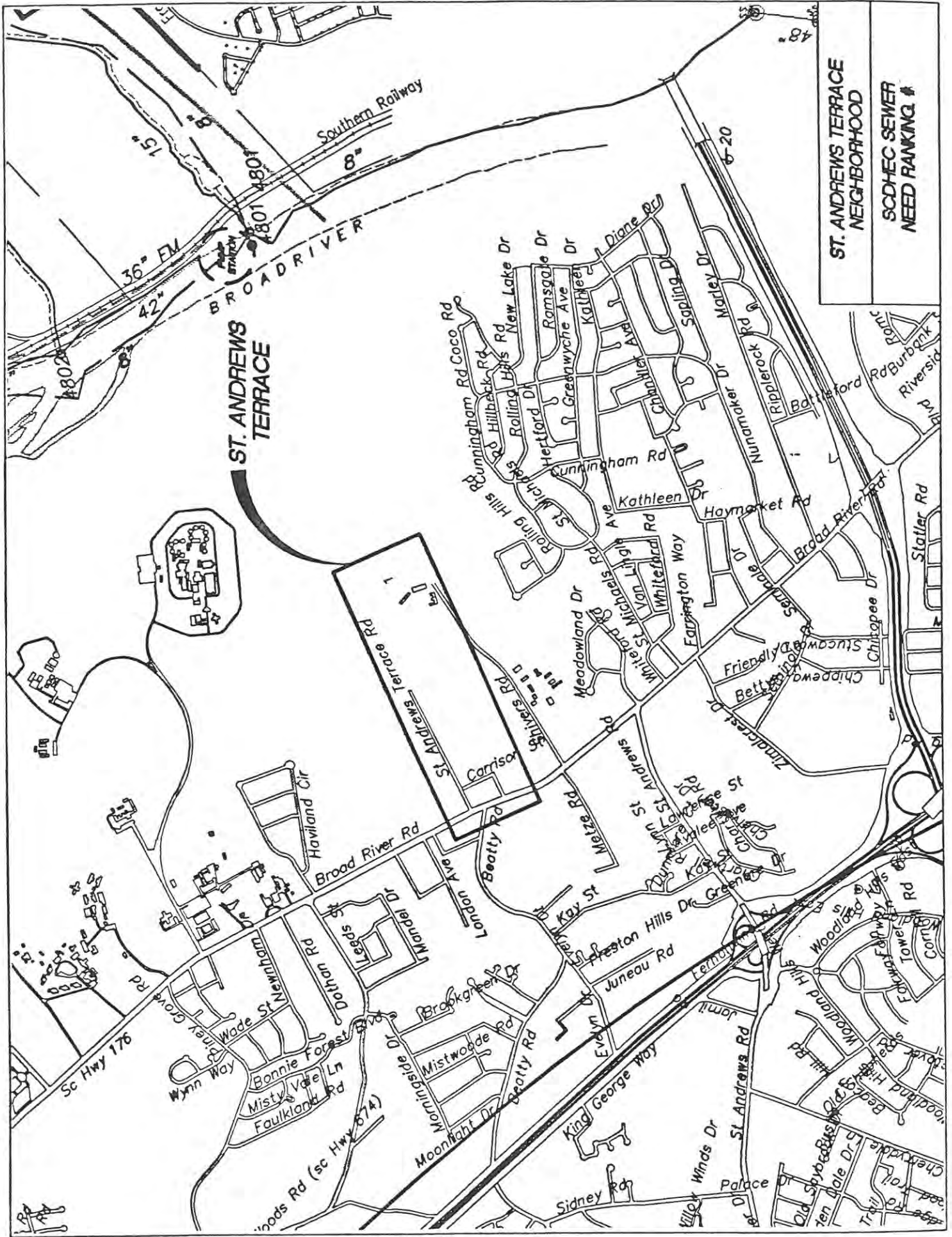


FAIRLAWN COURT
NEIGHBORHOOD
SCDHEC SEWER
NEED RANKING #



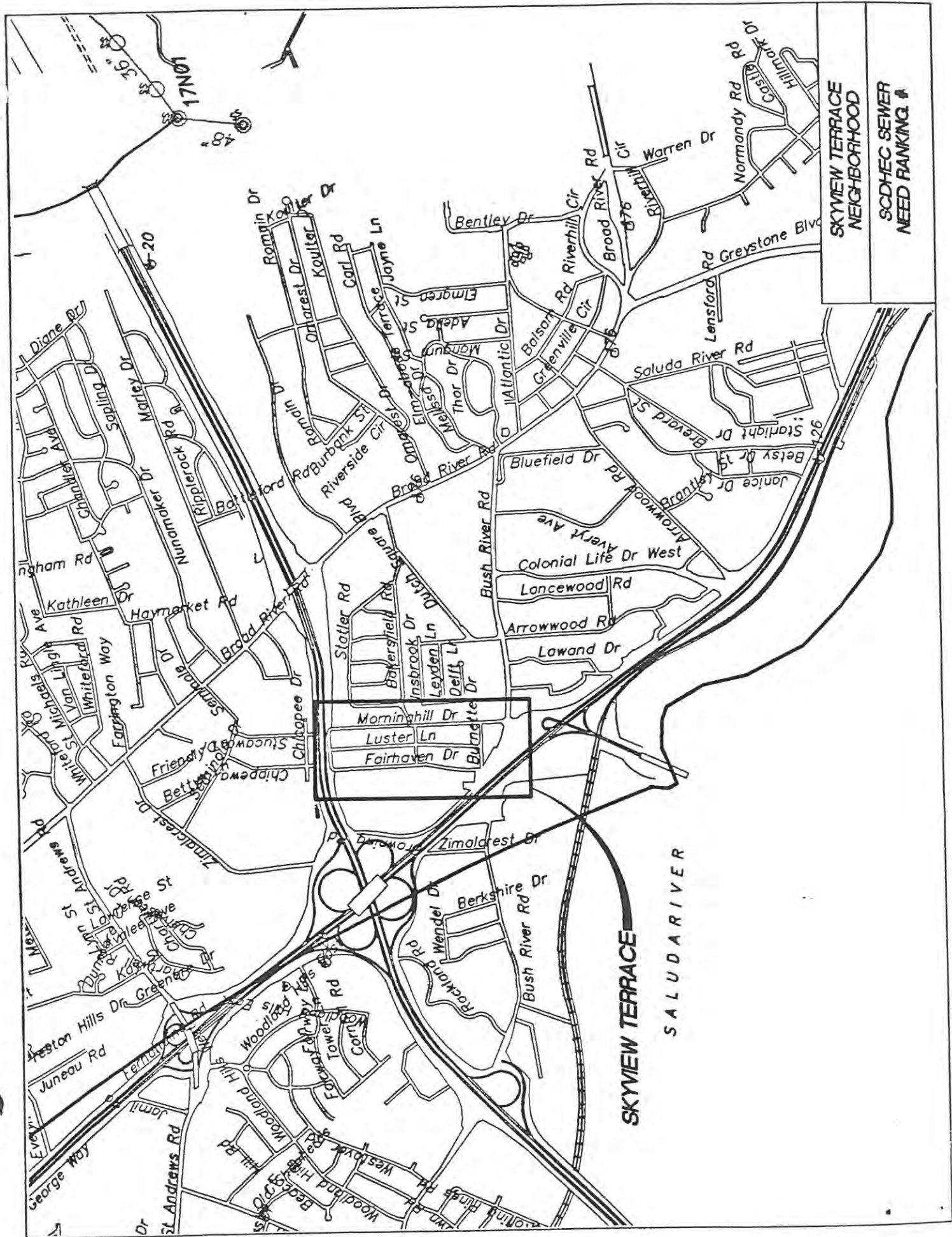
NELSON-BOSWELL ROAD
NEIGHBORHOOD

SCDHEC SEWER
NEED RANKING



ST. ANDREWS TERRACE
NEIGHBORHOOD

SCDHEC SEWER
NEED RANKING #

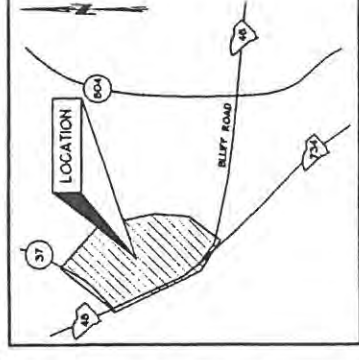


**APPENDIX C
PROJECT MAPS FOR
TWELVE SEPTIC TANK RETROFIT PROJECTS**

Draft of April 6, 2000

TITLE: SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION: LOWER RICHLAND



VICINITY MAP NOT TO SCALE

LEGEND:

- MANHOLE
- - - EXIST. GRAVITY SEWER
- NEW 8" GRAVITY SEWER
- · - · - NEW 6" FORCE MAIN
- PUMP STATION

PREPARED BY:

HDPG
 and Company
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 400 GEVAIS ST.
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 FAX 803/779-4541

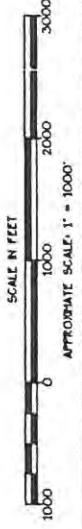
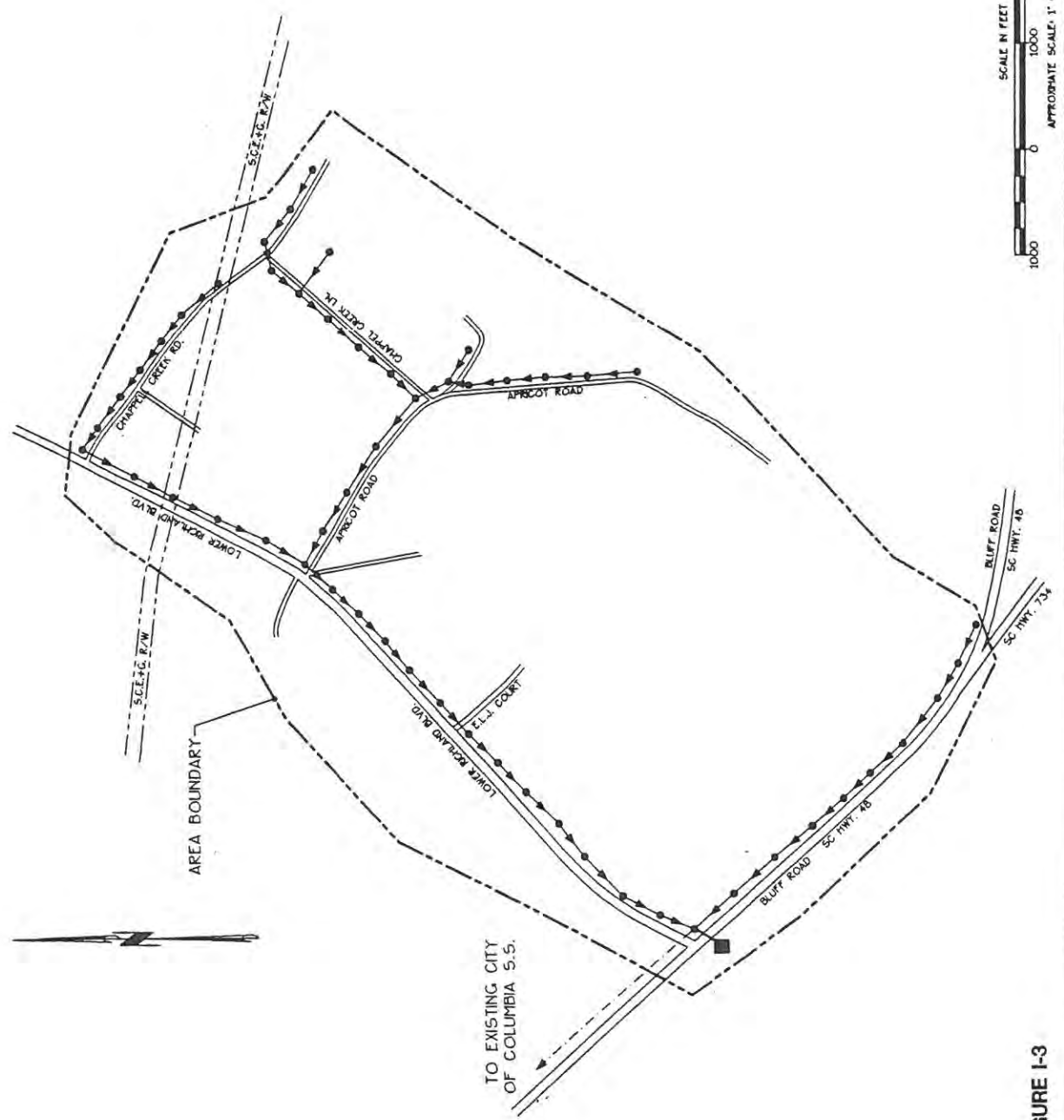
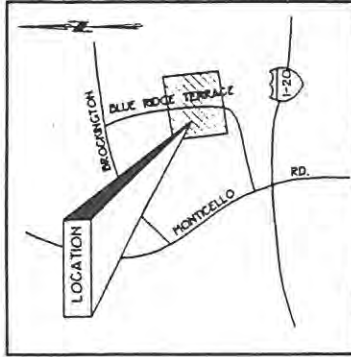


FIGURE I-3

TITLE:

SANITARY SEWER SYSTEM
LAYOUT (PRELIMINARY)

LOCATION: HASKELL HEIGHTS



VICINITY MAP
NOT TO SCALE

LEGEND:

- MANHOLE
- NEW 8" GRAVITY SEWER

PREPARED BY:

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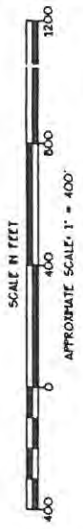
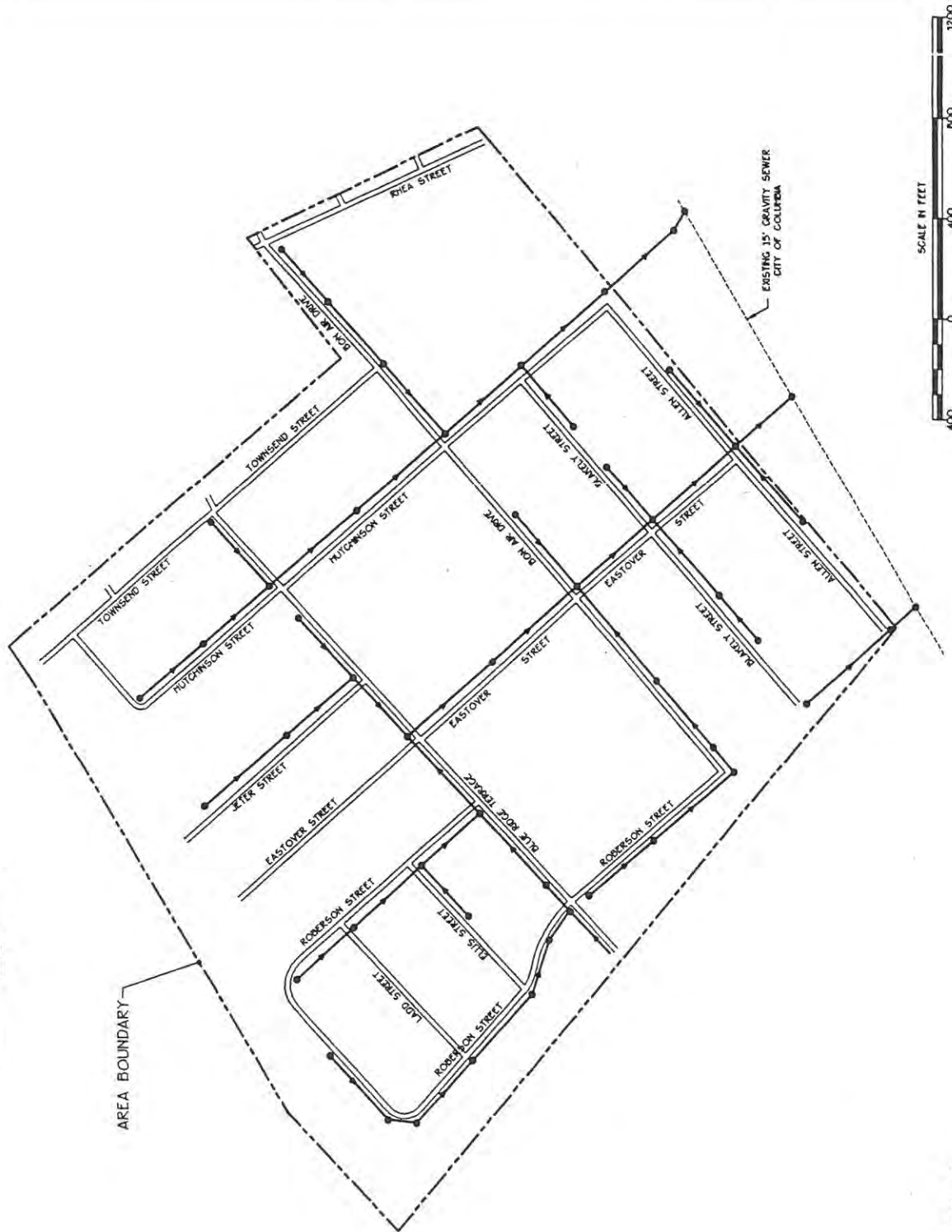
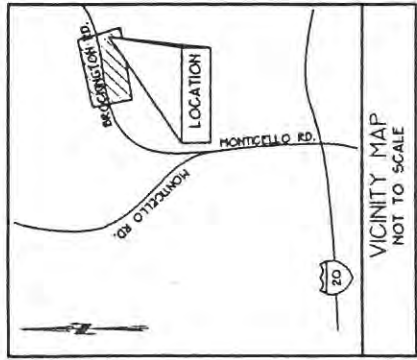


FIGURE II-3

TITLE: SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION: BROCKINGTON HEIGHTS



- LEGEND:
- MANHOLE
 - NEW 8" GRAVITY SEWER
 - - - NEW 4" FORCE MAIN
 - PUMP STATION

HPC
 and Company
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 400 CERVAS ST.
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 COLLIER, FL 34925
 FAX: 904/775-4341

PREPARED BY:

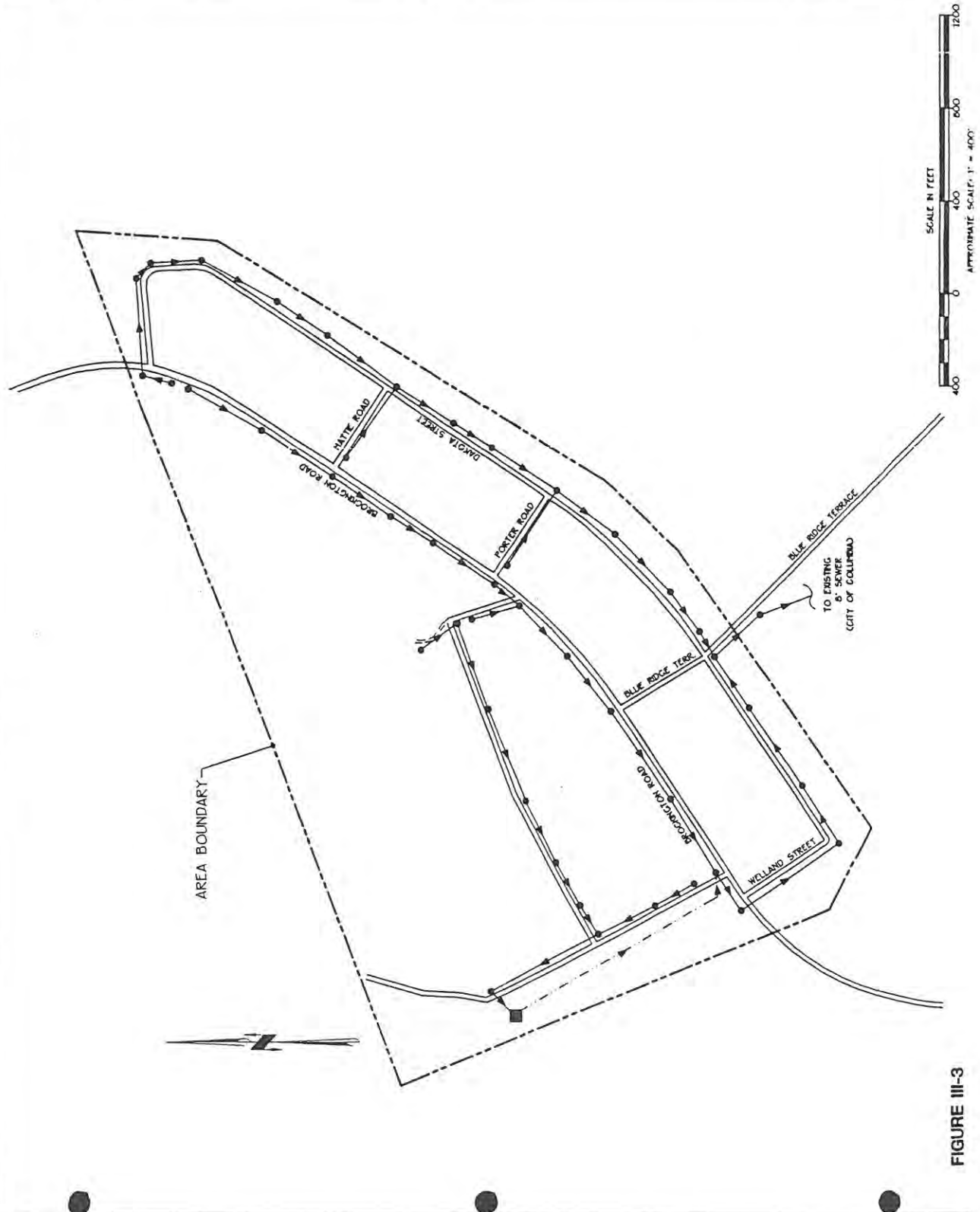
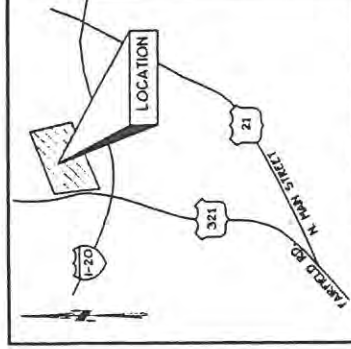


FIGURE III-3

TITLE: SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION: STARKS TERRACE



VICINITY MAP NOT TO SCALE

LEGEND:

- MANHOLE
- NEW 8" GRAVITY SEWER
- - - NEW 4" FORCE MAIN
- PUMP STATION

PREPARED BY:

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 FAX 803/774-1541

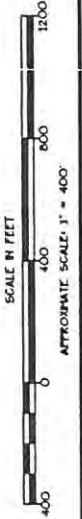
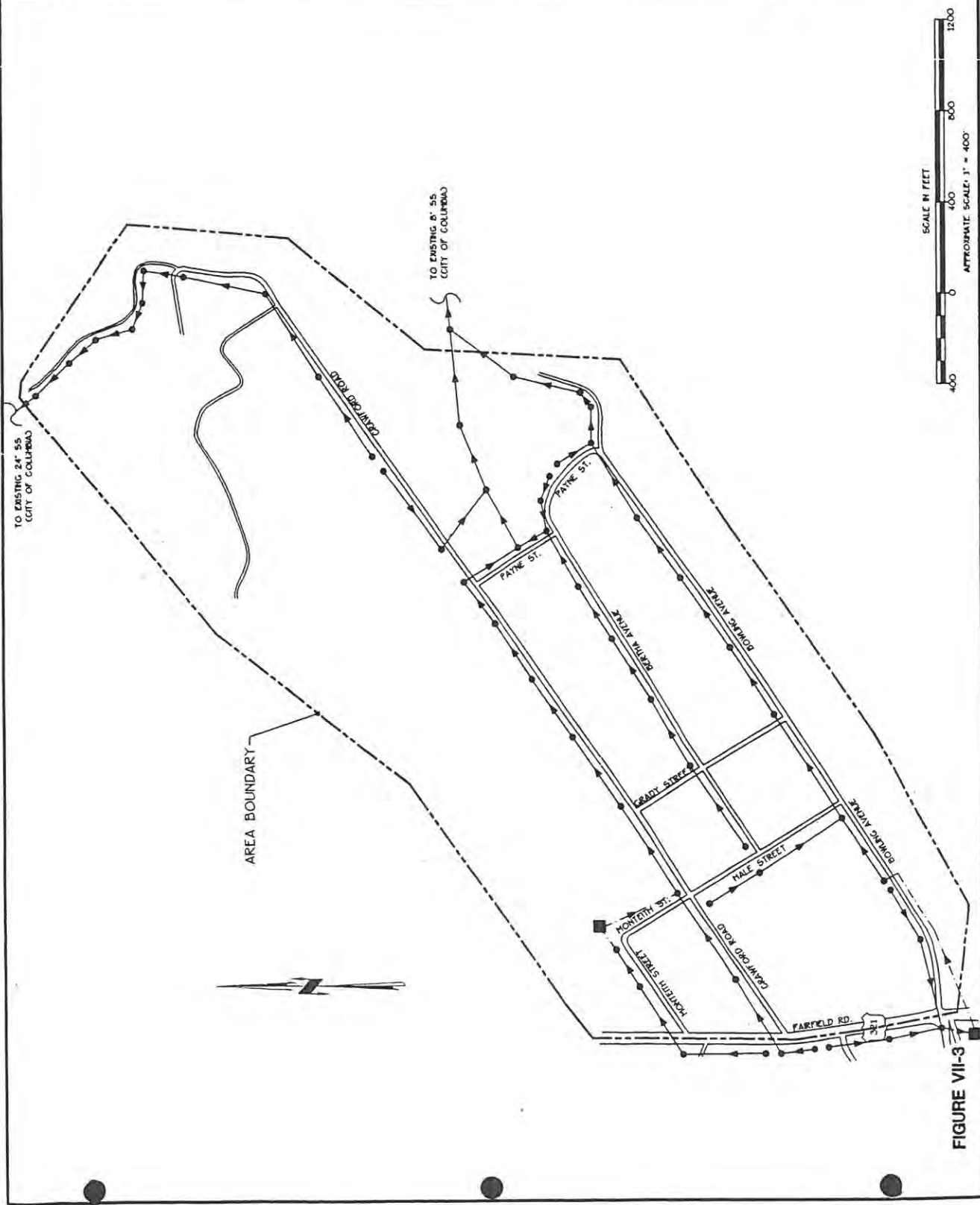
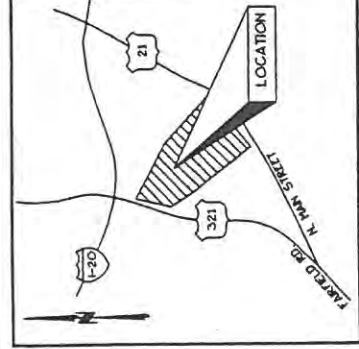


FIGURE VII-3

TITLE: SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION: BELMONT



VICINITY MAP
NOT TO SCALE

LEGEND:

- MANHOLE
- - - EXIST. GRAVITY SEWER
- - - NEW 8" GRAVITY SEWER
- - - NEW 4" FORCE MAIN
- PUMP STATION

PREPARED BY:

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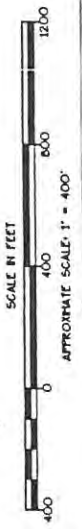
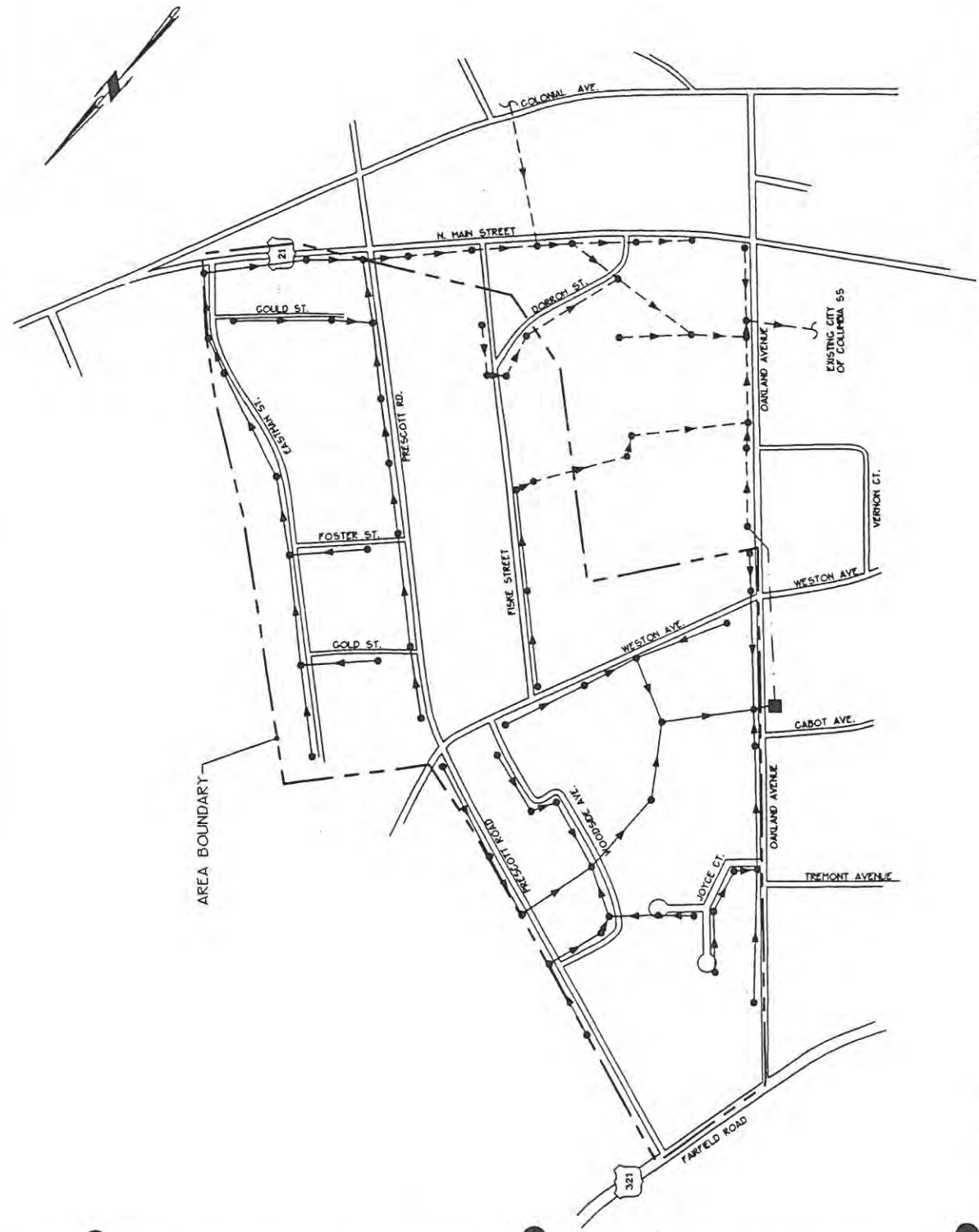
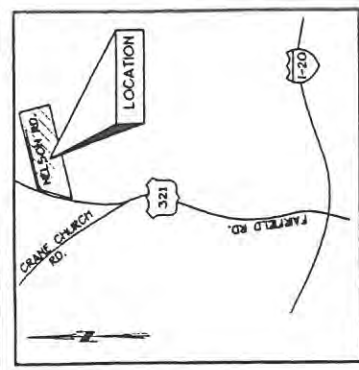


FIGURE VIII-3

TITLE: SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)
 LOCATION: NELSON / BOSWELL ROAD



VICINITY MAP
 NOT TO SCALE

LEGEND:

- MANHOLE
- NEW 8" GRAVITY SEWER

PREPARED BY:

HPG
 HPG and Company
 Consulting Engineers, Inc.
 400 CERVAIS ST.
 SUITE B
 COLUMBIA, S.C. 29201
 803/725-0255
 FAX 803/774-4341

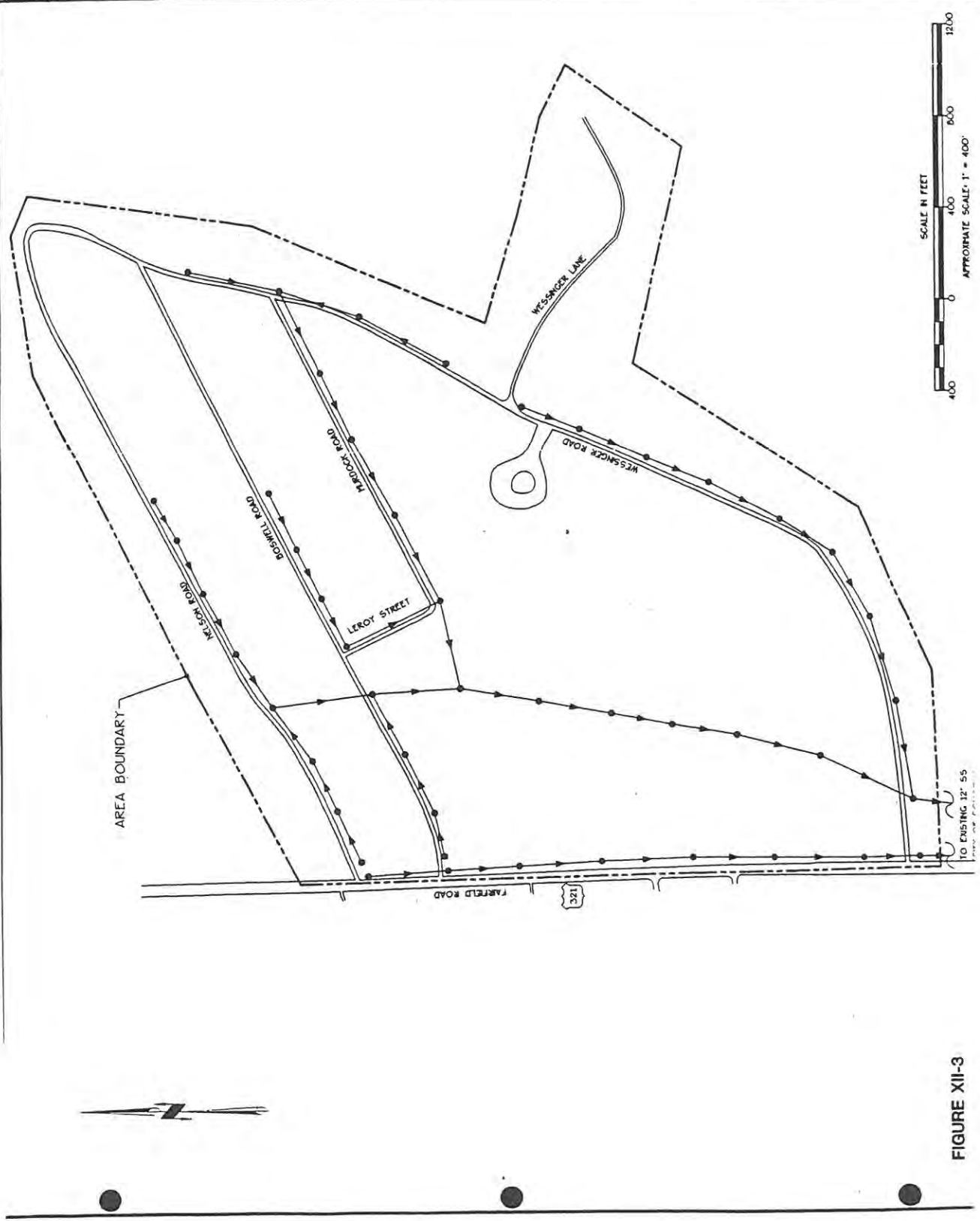
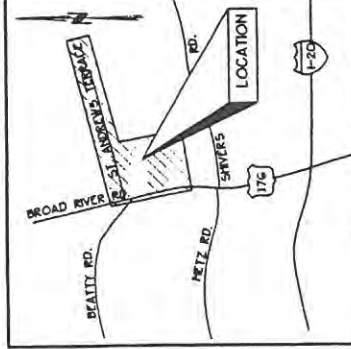


FIGURE XII-3

TITLE:

SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION: ST. ANDREWS TERRACE



VICINITY MAP NOT TO SCALE

LEGEND:

- MANHOLE
- NEW 8" GRAVITY SEWER
- - - EXISTING SEWER

PREPARED BY:

HPG
 and Company
 Consulting Engineers, Inc.
 400 GERVAIS ST.
 SUITE B
 COLUMBIA, S.C. 29201
 803/999-0255
 FAX 803/774-4341

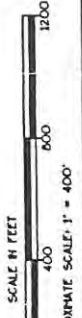
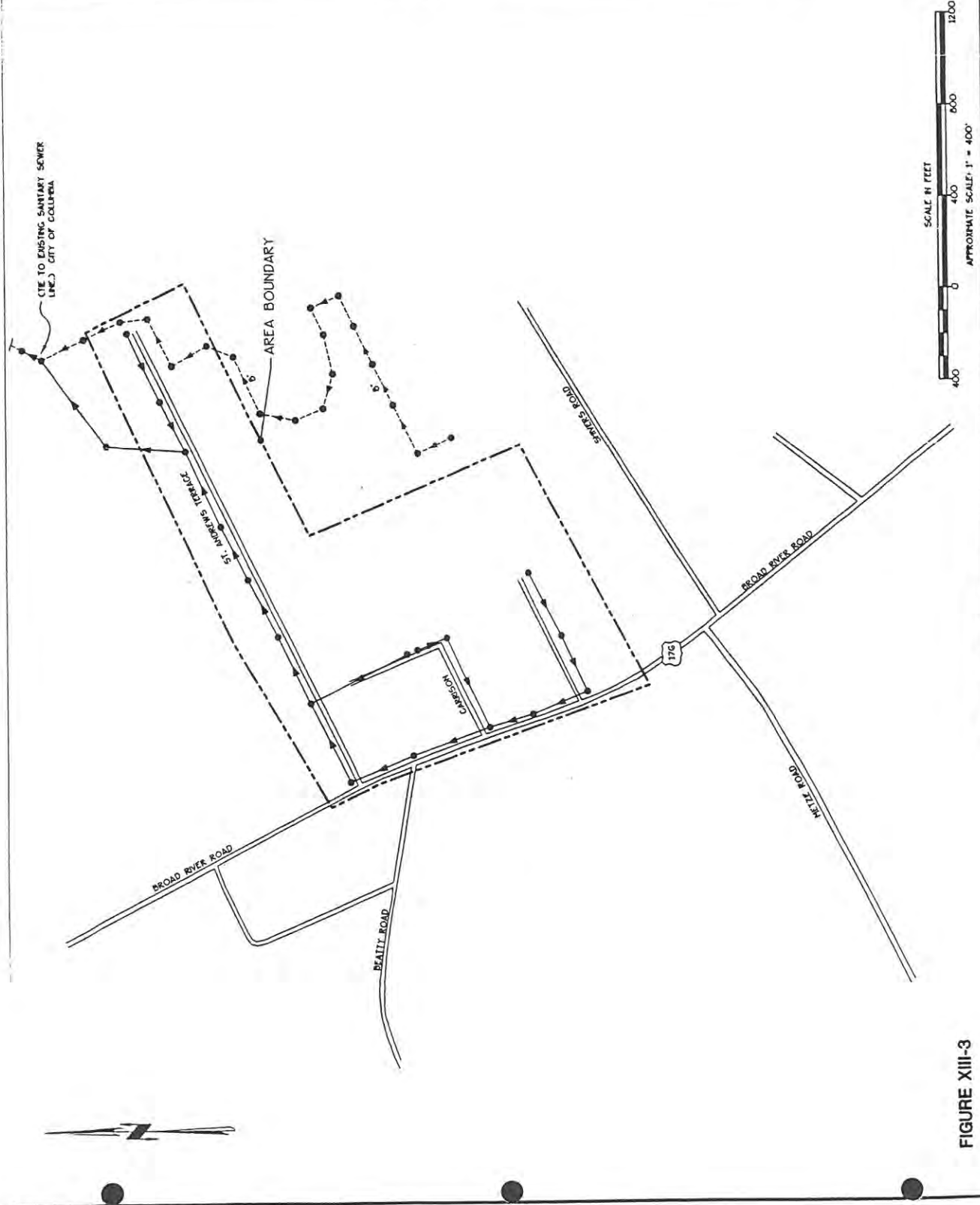


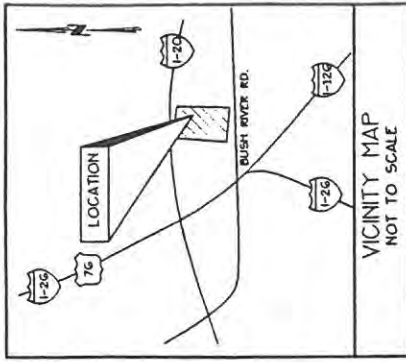
FIGURE XIII-3

TITLE:

SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION:

SKYVIEW TERRACE



LEGEND:

- MANHOLE
- NEW 8" GRAVITY SEWER
- - - NEW 4" FORCE MAIN
- PUMP STATION

PREPARED BY:

HPC
 and Company
 Consulting Engineers, Inc.
 400 GERVAIS ST.
 SUITE B
 COLUMBIA, S.C. 29201
 803/929-0255
 FAX 803/779-4341

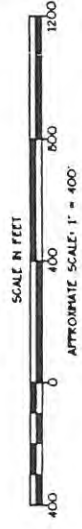
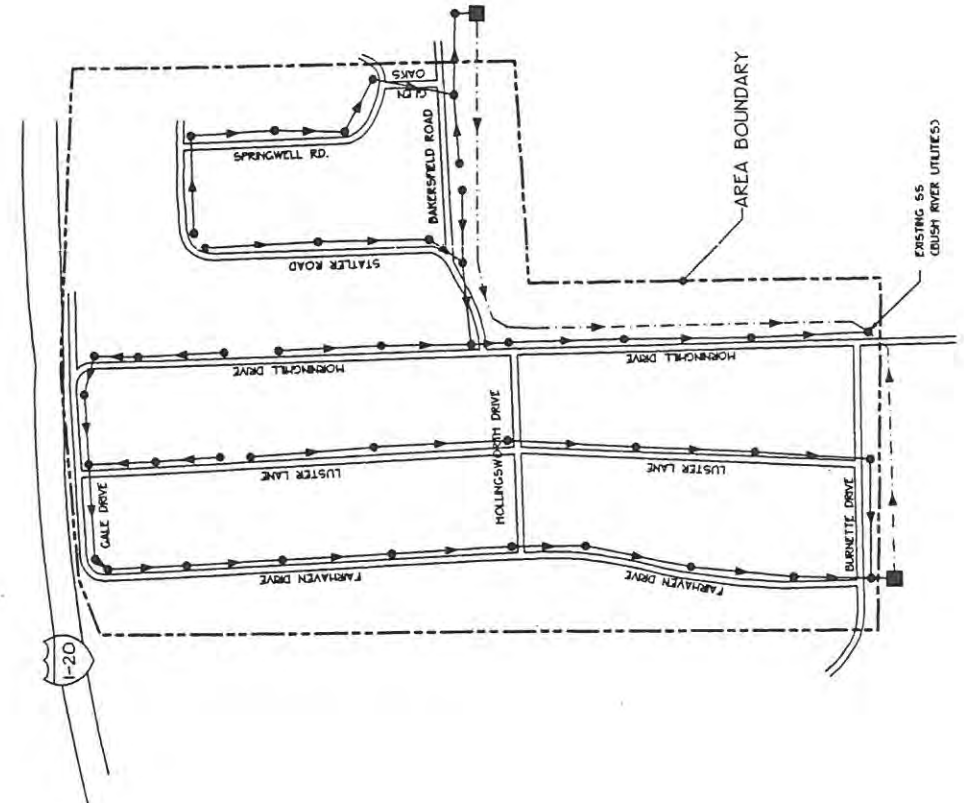


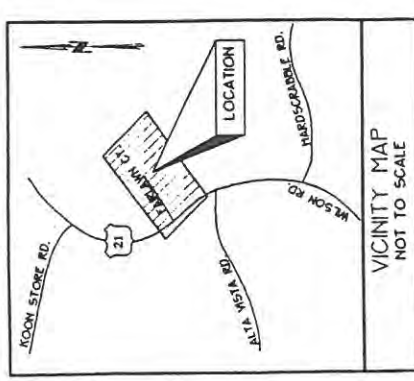
FIGURE XV-3

TITLE:

SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION:

FAIRLAWN COURT



LEGEND:

- MANHOLE
- NEW 8" GRAVITY SEWER
- - - EXISTING SEWER

PREPARED BY:

HPG
and Company
Consulting Engineers, Inc.
400 GERVAIS ST.
SUITE 8
COLUMBIA, S.C. 29201
803/724-0255
FAX 803/774-4541

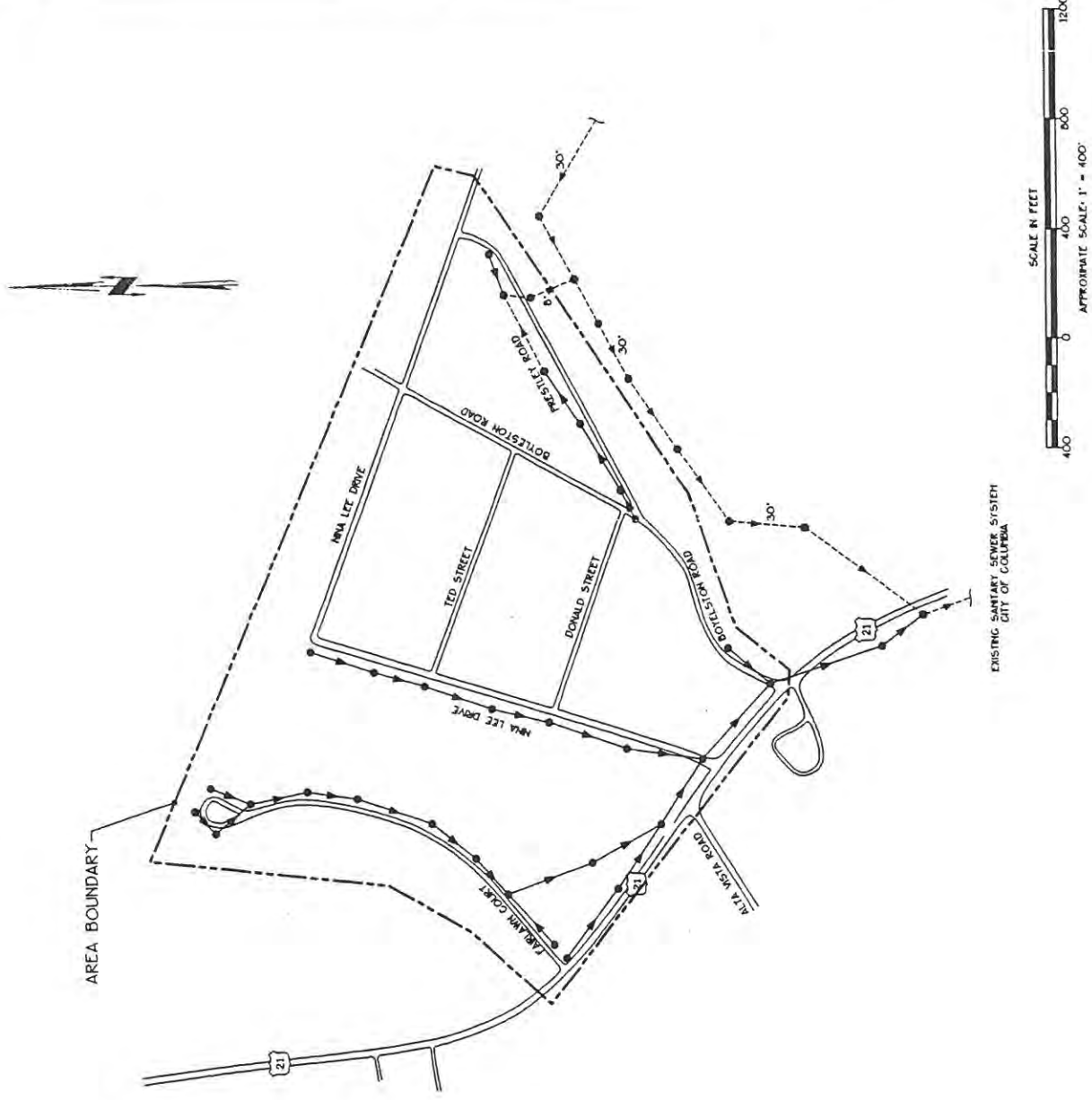


FIGURE XVI-3



RECEIVED

FEB 25 1999

UTILITIES AND SERVICES

Len D. Roberson, P.E.

P.O. Box 25341
Columbia, SC 29225

803 699 7747
803 733 4391 fax

February 23, 1999

Mr. Andy Metts
Director of Utilities & Services
Richland County
400 Powell Rd.
Columbia, SC 29203

RE: Riverside Forest S/D

Dear Andy:

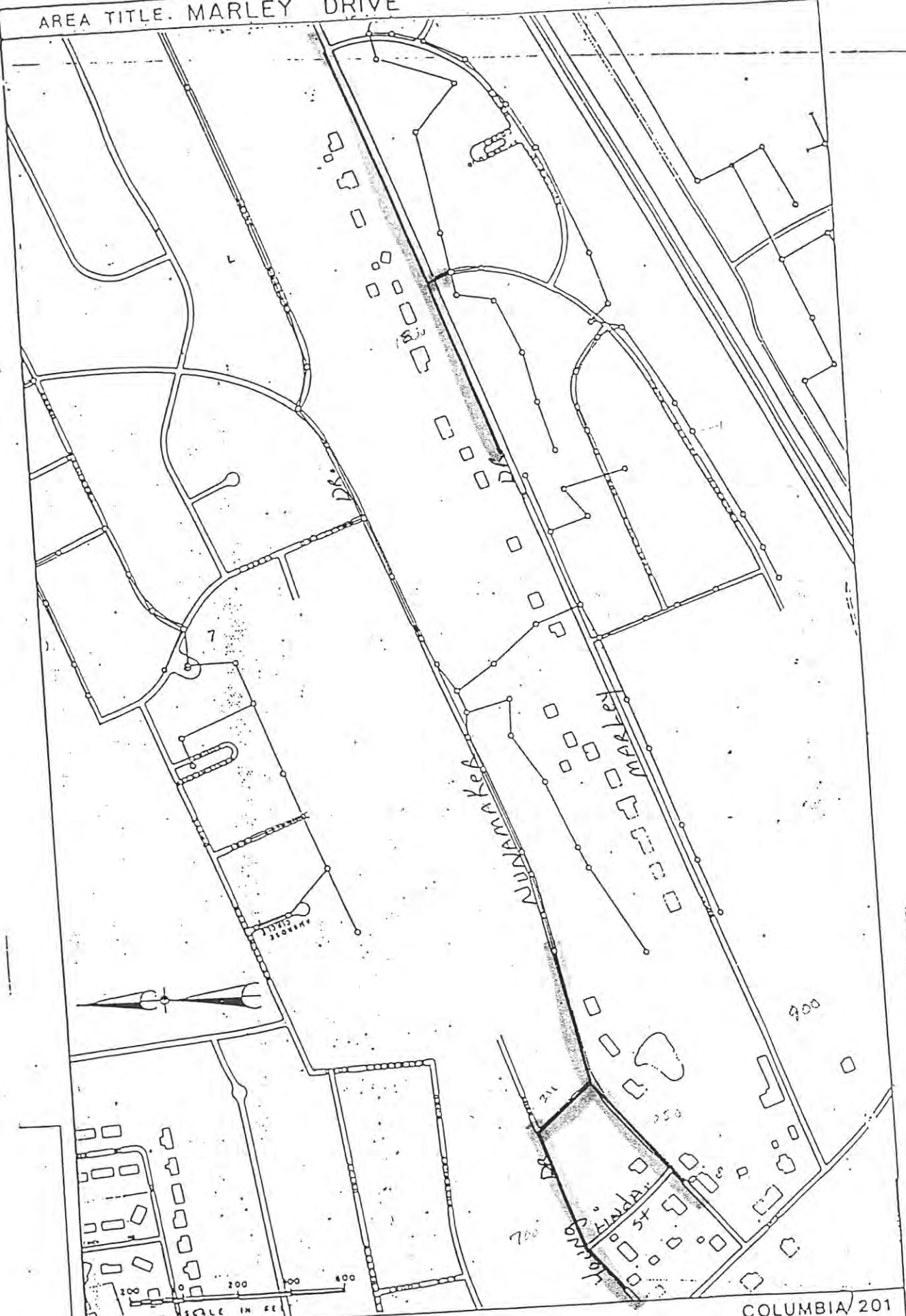
Please find attached herewith the Engineer's Estimate for the above referenced project for your review and consideration. The estimated quantities are based on a preliminary design that was done by me, discussions with SCDOT, and an investigation into the depth to rock in this area.

Should you have any questions or require additional information please feel free to call me.

Sincerely,

Len D. Roberson, PE

RiverLetter.doc



LEGEND:

STRUCTURE	ROADWAY
CONTOUR	PROPOSED SAN. SEWER
PROPOSED SAN. SEWER	EXISTING SAN. SEWER

COLUMBIA 201
FACILITIES
PLAN

APPENDIX D
SUMMARY OF FINDINGS FROM HPG REPORT

Draft of April 6, 2000

Summary of Findings

Following is a summary of each of the twelve neighborhoods, listing the number of residents, estimated percentage LMI of the census block group containing the neighborhood, rating on SCDHEC's Community Survey for Water, and Sewer Need, and the estimated cost of recommended improvements.

Lower Richland

Number of residents	100
Estimated population	250
Percent LMI of block group	61.9%
Sewer need rating	3.19
Water need rating	3.19
Housing rehabilitation estimate	\$62,500
Water system improvements estimate	\$548,700
Sewer system improvements estimate	\$1,392,075

Haskell Heights

Number of residents	105
Estimated population	275
Percent LMI of block group	64.01%
Sewer need rating	2.91
Water need rating	0.35
Housing rehabilitation estimate	\$368,000
Water system improvements estimate	\$65,910
Sewer system improvements estimate	\$940,250

Brockington Heights:

Number of residents	91
Estimated population	265
Percent LMI of block group	62.96% (averaged for three block groups)
Sewer need rating	2.61
Water need rating	N/A
Housing rehabilitation estimate	\$184,000
Water system improvements estimate	\$34,515
Sewer system improvements estimate	\$782,205

Roosevelt Village (Broad River Heights)

Number of residents	230
Estimated population	575
Percent LMI of block group	64.7% (averaged for two block groups)
Sewer need rating	2.38
Water need rating	N/A
Housing rehabilitation estimate	\$172,500
Water system improvements estimate	\$38,725
Sewer system improvements estimate	\$572,795

Seminole Road

Number of residents	83
Estimated population	163
Percent LMI of block group	48.23%
Sewer need rating	2.18
Water need rating	N/A
Housing rehabilitation estimate	\$57,500
Water system improvements estimate	\$26,070
Sewer system improvements estimate	\$795,350

Starks Terrace

Number of residents	110
Estimated population	273
Percent LMI of block group	67.99%
Sewer need rating	2.03
Water need rating	N/A
Housing rehabilitation estimate	\$281,750
Water system improvements estimate	\$59,880
Sewer system improvements estimate	\$915,885

Belmont

Number of residents	194
Estimated population	441
Percent LMI of block group	38.72%
Sewer need rating	1.90
Water need rating	N/A
Housing rehabilitation estimate	\$494,500
Water system improvements estimate	N/A
Sewer system improvements estimate	\$905,700

Belvedere

Number of residents	578
Estimated population	1,615
Percent LMI of block group	40.85%
Sewer need rating	1.80
Water need rating	N/A
Housing rehabilitation estimate	\$49,000
Water system improvements estimate	N/A
Sewer system improvements estimate	\$1,893,525

Nelson-Boswell Road

Number of residents	55
Estimated population	187
Percent LMI of block group	33.94%
Sewer need rating	1.62
Water need rating	3.00
Housing rehabilitation estimate	\$322,000
Water system improvements estimate	\$264,575
Sewer system improvements estimate	\$696,250

St. Andrews Terrace

Number of residents	33
Estimated population	101
Percent LMI of block group	42.66%
Sewer need rating	1.55
Water need rating	0.32
Housing rehabilitation estimate	N/A
Water system improvements estimate	\$55,970
Sewer system improvements estimate	\$304,725

Skyview Terrace

Number of residents	184
Estimated population	411
Percent LMI of block group	27.83%
Sewer need rating	1.44
Water need rating	N/A
Housing rehabilitation estimate	N/A
Water system improvements estimate	N/A
Sewer system improvements estimate	\$714,650

Fairlawn Court

Number of residents	37
Estimated population	83
Percent LMI of block group	43.58%
Sewer need rating	1.41
Water need rating	0.19
Housing rehabilitation estimate	\$40,000
Water system improvements estimate	N/A
Sewer system improvements estimate	\$363,200

Totals for All Areas

Number of residents	2,673
Estimated population	6,969
Percent LMI of block group	51.0%
Housing rehabilitation estimate	\$40,000
Water system improvements estimate	N/A
Sewer system improvements estimate	

APPENDIX E
SOUTH CAROLINA WATER QUALITY REVOLVING FUND
AUTHORITY (CWSTF)
STATE WATER POLLUTION CONTROL
REVOLVING FUND MAJOR LOAN POLICIES
FY 1999

Draft of April 6, 2000

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

CWSRF

STATE WATER POLLUTION CONTROL REVOLVING FUND

MAJOR LOAN POLICIES FOR FY 2000

	Page
I. Eligibility	1
II. Interest Rates	1
III. Loan Term	2
IV. Loan Fee	2
V. Security Provisions	2
VI. Loan Amount Changes	3
VII. Disbursement Policies	4
VIII. Repayment Policies	4
IX. Loan Cancellation Policies	5
X. Financial Requirements	5

Addendum for Hardship Assistance Program

Note: Inquiries should be directed to the Office of Local Government, State Budget and Control Board, which administers the Fund for the Authority.

September 14, 1999

STATE WATER POLLUTION CONTROL REVOLVING FUND

MAJOR LOAN POLICIES FOR FY 2000

I. ELIGIBILITY

Final loan applications may be submitted to the Authority in care of the Budget and Control Board, Office of Local Government, for any eligible project after completion and DHEC approval of a CWSRF preliminary engineering report and the final plans and specifications.

All eligible and reasonable costs associated with completing a project, including 20 year reserve capacity, engineering expenses for the planning, design and construction phases, and legal and appraisal fees may be included in a loan. Specific determinations of eligibility will be made by DHEC.

Loans will only be approved by the Authority for creditworthy applicants that can adequately demonstrate the ability to repay the loan.

II. INTEREST RATES

Fixed rate financing for up to 100% of total eligible project costs is available according to the following interest rates and criteria.

1. Standard Rate - One-third off of the January through August, 1999 average of the Bond Buyer 25-Bond Revenue Index rounded to the nearest 1/4%.

The standard rate is set prior to the beginning of the federal fiscal year and remains in effect for the duration of the fiscal year. Under extraordinary circumstances (significant changes in the municipal bond market), the Authority reserves the right to alter the standard rate within a given fiscal year.

2. Hardship Rate - Constant 2%

The hardship rate is only available to project sponsors with total service area median household income (MHI), not project area MHI, less than 75% of the State MHI based on 1990 census figures and total service area population less than 5,000. Total service area is defined as the project sponsor's legal boundaries plus all areas beyond such boundaries where the entity provides sewer service and water service, if applicable.

Population must reflect the latest figures and estimates available from the Budget and Control Board's Office of Research and Statistics (ORS). The service area MHI must be calculated by the ORS for any county or special purpose district, and for any municipality with more than 25% of its customers outside of its incorporated area.

Notwithstanding the foregoing provisions, any project sponsor that receives funding from the Hardship Assistance Program in conjunction with a loan will automatically qualify or

the hardship interest rate for that specific project loan.

3. Nonpoint Source Rate - 1.5 percentage points below Standard Rate.

The nonpoint source rate is available for eligible nonpoint source projects up to the first \$2 million of eligible costs in one or more such projects collectively for a single applicant.

III. LOAN TERM

The loan term may not exceed 20 years from the project completion date or the payment initiation date, whichever occurs first.

IV. LOAN FEE

A nonrefundable loan closing fee of one percentage point (1.0% of loan amount) will be assessed on all FY 2000 loans to support the costs of administering the CWSRF. This fee, which is due in full with the project sponsor's executed closing documents, compares favorably to total costs associated with issuing revenue bonds in the market, but it can no longer be financed within the loan.

V. SECURITY PROVISIONS

A. Debt Service Coverage

The following policies represent minimum coverage requirements to be considered for a loan secured by system revenues and to be maintained over the life of the loan. Debt service coverage will serve as a key indicator in the financial analysis, but it will not be the sole determinant for loan approval. Various other factors which affect the quality of the credit and ability to repay debt will be evaluated carefully in making loan decisions.

1. When a CWSRF loan is on a parity with existing revenue bonds, the additional bonds test and coverage requirements (rate covenant) of the governing bond ordinance/resolution shall apply to the CWSRF loan, except, in such cases where the rate covenant is less than 110%, the Authority may, as it deems appropriate to the particular circumstances, impose a higher coverage requirement.
2. When a CWSRF loan is not on a parity with existing revenue bonds either due to the absence of revenue debt or an inability to meet the financial requirements for issuance of parity debt, the following apply.
 - a. The minimum debt service coverage level required to be considered for a loan is 110% of all debt secured by or paid from the revenues of the system.
 - b. Once a loan has been approved, rates must be established, maintained and adjusted as frequently as necessary to produce net earnings each year equal to at least 110% of the annual principal and interest requirement on all debt paid from or secured by system revenues.

- c. In cases where a significant portion of the existing debt is paid from but not secured by system revenues and the CWSRF loan is secured by a first lien on the system revenues, the Authority may consider deviations from the eligibility and rate covenant requirements as it deems appropriate to the particular circumstances.

For purposes of determining debt service coverage in the CWSRF, net revenues available for debt service are defined as the system's gross operating revenues plus special assessments, impact fees, and interest income less OM&R expenses (exclusive of depreciation and bond interest expense). Interest income shall not include earnings that are restricted to a purpose inconsistent with the payment of operating expenses or debt service, such as earnings that accrue on any construction fund or account created with the proceeds of any borrowings.

B. Debt Service Reserve Funds

A debt service reserve fund is required for all loans secured by system revenues.

1. The Debt Service Reserve Fund requirement (the "Reserve Requirement") equals the maximum amount due on the Promissory Note during any full calendar year. Modifications to the Reserve Requirement may be considered by the Authority as it deems appropriate to specific circumstances if a CWSRF loan is a parity debt obligation under a bond ordinance/resolution with dissimilar provisions.
2. The Debt Service Reserve Fund must be in the complete custody and control of a Trustee approved by the State Treasurer.
3. The time period available to meet the Reserve Requirement may range from immediate to no later than the end of the deferral period. The duration will be determined by the Authority based on the circumstances of each individual loan and the specific provisions identified in the Loan Agreement.

C. Lien Position

The Authority requires the best lien position on the pledged revenue stream that is reasonably available from and affordable to the applicant.

VI. LOAN AMOUNT CHANGES

A. After Issuance of a Conditional Loan Commitment Letter

The primary adjustment to the loan commitment amount involves the construction component. All construction portions of a project are required to be bid prior to loan closing. Based on bid results, the construction portion of the loan commitment may be

adjusted downward to bid(s) plus contingency or increased by a maximum of 10% exclusive of contingency, depending on the availability of funds. Such adjustments will result in proportional changes to the loan fee prior to closing. Any bid amount exceeding 10% of the construction portion of the loan commitment is the sole responsibility of the project sponsor.

B. After Loan Closing

The total loan amount may be increased after closing only for capitalization of interest. Change orders that exceed the contingency allowance are not eligible for additional loan funds. The loan may be reduced at any time there is a determination of excess funds.

VII. DISBURSEMENT POLICIES

Loan funds will be disbursed to project sponsors on a monthly basis only after adequate documentation has been submitted to evidence obligation of the requested monies. No advances will be provided. Further details on disbursement requirements and procedures are contained in the loan agreement and a CWSRF disbursement information package.

VIII. REPAYMENT POLICIES

A. Deferrals

1. The maximum duration for principal and interest deferral is limited to whichever of the following occurs first.
 - a. The estimated date of DHEC's final permit to operate for the project.
 - b. Thirty (30) months from the date of the loan agreement.

The payment initiation date is the first day of the month following the end of the deferral period. The first payment is due on the first day of the third month after the month of the payment initiation date.

2. The project sponsor will be offered the following two options for repaying interest that accrues during the deferral period.
 - a. Lump sum payment of accrued interest on the payment initiation date.
 - b. Addition of the accrued interest to the principal amount on the payment initiation date (capitalization of interest).

B. Payment Frequency

Payment of principal and interest will be due quarterly on the first day of the payment month, unless the Authority otherwise specifies monthly payments for certain loans.

C. Payment Provisions

The Project Sponsor is responsible for repaying the loan according to the payment schedule shown in the loan agreement. The amount of the installments in such schedule will only be changed if the loan amount changes. All disbursements made after the Payment Initiation Date will be considered to have been made on the Payment Initiation Date for purposes of repayment. If the final disbursement occurs after one or more payments have been made and the full loan amount is not used, the Authority will calculate a new repayment schedule based on the final loan amount retroactive to the Payment Initiation Date and apply a simple credit for any overpayment to the next payment or payments due on the revised repayment schedule.

D. Late Charge on Overdue Payments

A late charge of 3% of the payment amount will be assessed on, and due with, any payment that is not received in the Office of Local Government by the 10th day of the payment month.

E. Payment Default

A payment default will be declared on any loan if the payment is not received within 30 days of the due date. If no payment has been received at the end of the 30th day, the Authority will activate procedures contained in the state legislation which provide for withholding state appropriations.

IX. LOAN CANCELLATION POLICIES

Since readiness to proceed is a dominant factor in securing a loan, substantial delays in initiating projects are not anticipated. However, with considerable needs for wastewater facilities, loan monies should be utilized for their intended purpose expeditiously, or be provided to other projects that can do this. Consequently, if the construction contract has not been executed within three months of the loan agreement date, the loan may be rescinded. Under extraordinary circumstances, the project sponsor may submit a time extension request for consideration by the Authority.

X. FINANCIAL REQUIREMENTS

The following identifies major financial requirements that apply to all loan recipients. Additional financial requirements and responsibilities governing loans from the Fund are

defined in the loan application package, the loan agreement and other program materials.

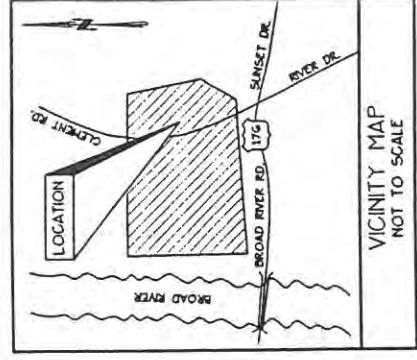
1. Each loan applicant must establish one or more dedicated repayment sources that contain sufficient revenues to operate and maintain the system and cover debt service payments for the duration of the loan. Dedicated sources of revenue may be user charges, special assessments, general taxes, or other sources available to the project sponsor.
2. All loan recipients must maintain separate project accounts in accordance with generally accepted governmental accounting standards. Unless otherwise directed by the Authority, these standards are defined as those contained in the U. S. General Accounting Office publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".
3. Each loan recipient is required to conduct an annual audit and submit it to the Authority. Audit guidelines are set forth in the Single Audit Act of 1984, OMB Circular A-128 and the U. S. General Accounting Office's "Standards for Audit of Governmental Organization, Programs, Activities and Functions".
4. Each project sponsor must comply with all terms and conditions set forth in the legally binding loan agreement which will be executed between the loan recipient and the Authority. Among other things, the loan agreement will require the loan recipient to impose, collect and, if necessary to ensure repayment of the obligation according to the terms of the agreement, increase user charges, taxes or other dedicated revenue sources identified for the loan repayment.

APPENDIX E
SOUTH CAROLINA
GRANT PROGRAMS
FY 1999

Draft of April 6, 2000

TITLE: SANITARY SEWER SYSTEM LAYOUT

LOCATION: ROOSEVELT VILLAGE



- LEGEND:
- MANHOLE
 - - - - - EXIST. GRAVITY SEWER
 - — — — — NEW 8" GRAVITY SEWER
 - — — — — NEW 4" FORCE MAIN
 - PUMP STATION

PREPARED BY:

HPC
and Company
Consulting Engineers, Inc.
400 GERVAIS ST.
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803/767-0235
FAX 803/774-4341

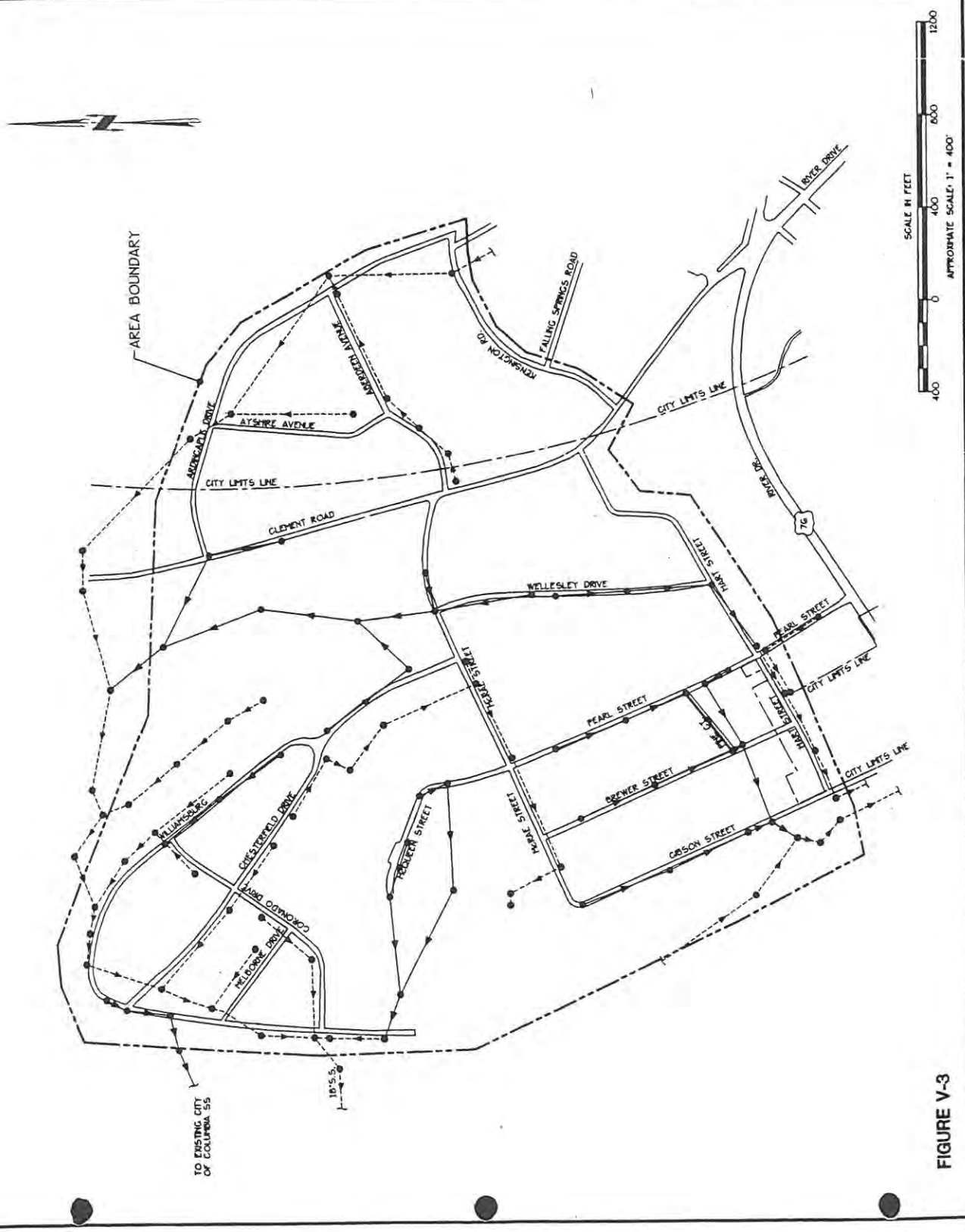
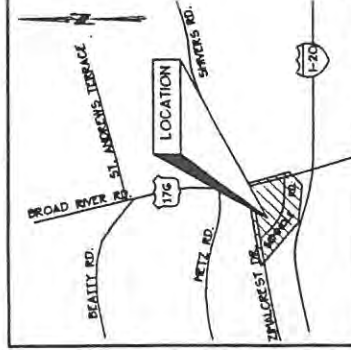


FIGURE V-3

TITLE:

SANITARY SEWER SYSTEM LAYOUT (PRELIMINARY)

LOCATION: SEMINOLE ROAD



VICINITY MAP NOT TO SCALE

LEGEND:

- MANHOLE
- - - - - EXIST. GRAVITY SEWER
- — — — — NEW 8" GRAVITY SEWER
- — — — — NEW 4" FORCE MAIN
- PUMP STATION

PREPARED BY:

HPC
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 Consulting Engineers, Inc.
 400 CERVINS ST.
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 COLUMBIA, S.C. 29201
 803/721-0255
 FAX 803/719-4341

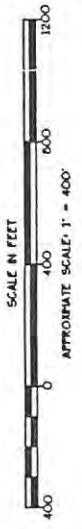
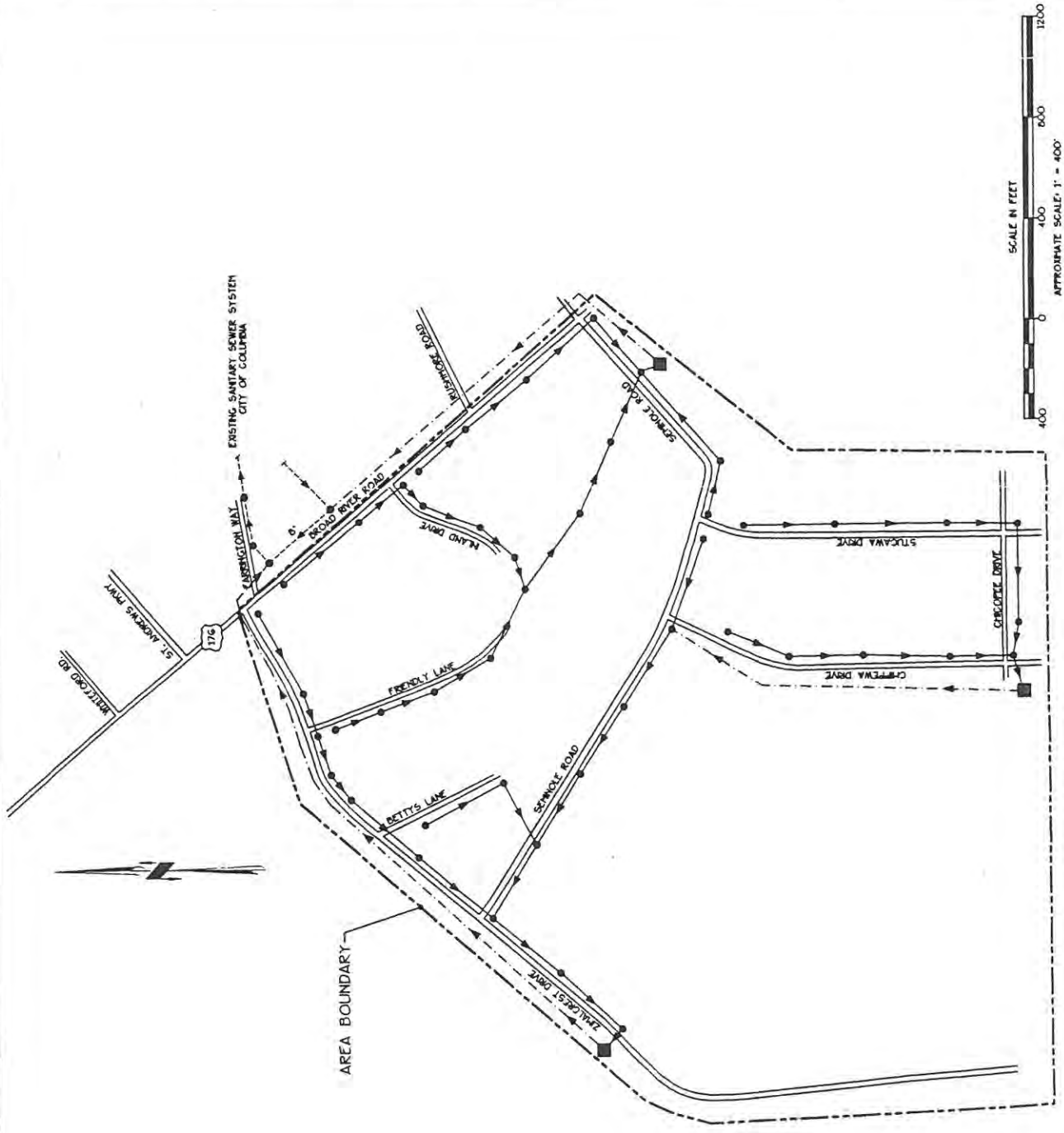


FIGURE VI-3

RICHLAND COUNTY SEPTIC TANK PROBLEM AREAS



Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to remain in compliance with the National Flood Insurance Program upon the adoption of the new flood insurance rate map
[FIRST READING] [PAGES 348-362]

Notes

May 27, 2014 - The Committee recommended approval to amend select ordinances in Chapter 26 of the Richland County Code of Ordinances. Staff was also directed to compare FEMA standards to the County's standards.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Update Floodplain Ordinance in conjunction with the new countywide Flood Insurance Rate Maps (FIRM).

A. Purpose

County Council is requested to approve an ordinance amendment in Chapter 26 of the Richland County Code of Ordinance in regards to floodplain management.

B. Background / Discussion

Richland County participates in the National Flood Insurance Program (NFIP) which allows property owners to purchase flood insurance through the Federal Emergency Management Agency (FEMA). FEMA has been conducting a new countywide Flood Insurance Study (FIS) and is developing the associated Flood Insurance Rate Map (FIRM) for Richland County. With these new County-wide maps, the review of the County Ordinance for compliance with FEMA standards was completed. Updates shown in the attached Ordinance include those required to remain in compliance with the NFIP upon the adoption of the new FIRM. Upon the completion of the study process, public notices, and map finalization, another ROA will be submitted to Council to update the effective date of the FIS and associated FIRM. The expected time frame for the next ROA is Summer 2015.

In addition to participating in the NFIP which allows citizens to purchase flood insurance, Richland County also participates in the Community Rating System (CRS). CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. In 2011, the NFIP completed a comprehensive review of the CRS which resulted in the 2013 release of a new CRS Coordinator's Manual. The County's recertification visit is scheduled for October 2014. This will be the first recertification for Richland County utilizing the new 2013 manual. Updating the Substantial Improvement/Damage section of the current ordinance would provide up to an additional 100 CRS points in regards to the substantial damage/improvement criteria.

The County's current definition of substantial improvement is any reconstruction, rehabilitation, addition, or other improvement of a structure, in which the cost equals or exceeds 50% of the market value of the structure. Substantial damage is damage of any origin sustained by a structure whereby the cost of restoring the structure equals or exceeds 50% of the market value of the structure.

The proposed update to the Substantial Improvement/Damage ordinance includes limiting the previous improvement or repair calculation to 10 years and to reduce the percent calculation from 50% to 40% of the current market value of the structure.

The current ordinance interpretation is to include all previous improvements and damages in the calculations to determine whether a structure has been substantially improved or damaged. By incorporating a limited 10-year time frame, the County will reduce the time and amount of improvements utilized to determine whether a structure has been substantially improved or

damaged and can receive additional CRS points. With the associated reduction in the overall timeframe of the calculation for substantial improvement/damage, incorporating a lower threshold for the percentage should not have an impact on the community and will also provide additional CRS points.

Other proposed changes include updating references to current manuals and updating references to other sections of the County Ordinance.

C. Legislative / Chronological History

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

D. Financial Impact

There is no direct financial impact associated with approval of this request. There is, however, possible financial impact to the citizens of Richland County based on the outcome of this request.

If the required changes are not incorporated for compliance with the NFIP guidelines, the County could be removed from the program, and its citizens would not be able to purchase flood insurance through FEMA. Richland County citizens could be severely limited in their purchase options, may not be able to find affordable insurance, and therefore not meet the conditions of federally backed mortgages on structures located in the floodplain.

Incorporation of these changes would maintain the County's compliance with the NFIP, could increase the total CRS points, and thereby increase the percentage of direct, automatic discounts on the flood policies of Richland County citizens.

E. Alternatives

1. Approve the request to amend select ordinances in Chapter 26 of the Richland County Code of Ordinance.
2. Do not approve the request to amend select ordinances in Chapter 26 of the Richland County Code of Ordinance.

F. Recommendation

It is recommended that Council approve the request to modify select ordinances in Chapter 26 of the Richland County Code of Ordinance in regards to floodplain management.

Recommended by: Ismail Ozbek, PE Department: Public Works Date: May 9, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/8/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/14

Recommend Council approval

Recommend Council denial

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

This ordinance would need to go before the Planning Commission.

Administration

Reviewed by: Sparty Hammett

Date: 5/21/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO REMAIN IN COMPLIANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM UPON THE ADOPTION OF THE NEW FLOOD INSURANCE RATE MAP.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial damage” is hereby amended to read as follows:

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damage condition would equal or exceed ~~fifty percent (50%)~~ forty percent (40%) of the market value of the structure before the damage occurred. Substantial damage also means flood-related damage sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, exceeds twenty-five percent (25%) of the market value of the structure before the damage occurred.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; “Substantial improvement” is hereby amended to read as follows:

Substantial improvement. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds ~~fifty percent (50%)~~ forty percent (40%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “repetitive loss” or “substantial damage,” regardless of the actual repair work performed. Substantial improvement also means improvement on structure on separate occasions during a ten (10) year period for which the cost of total repairs over time exceeds forty (40%) of the market value of the structure.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article III, Administration; Section 26-36, Richland County Public Works; Subsection (a), Powers and Duties Pursuant to this Chapter; is hereby amended to read as follows:

(a) *Powers and duties pursuant to this chapter.*

- (1) *Engineering Division/Stormwater Management Division.* The Richland County Engineering Division and the Stormwater Management Division, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Article VIII. of this chapter and other relevant laws and regulations pertaining to stormwater management and erosion and sediment control in Richland County:

- a. To review and approve/deny all plans for stormwater management to assure that all applicable requirements of this chapter have been satisfied.
 - b. To enforce all provisions of the stormwater management and erosion and sediment control provisions of this chapter and other relevant laws and regulations relating to stormwater management. (See Sections 26-64, 26-202 and 26-203 of this chapter).
 - c. To review and approve/deny all applications for land disturbance permits to assure that all applicable requirements of this chapter have been satisfied.
 - d. To interpret the terms and provisions of Section 26-64 and Article VIII. of this chapter.
- (2) *Flood coordinator.* The Richland County Flood Coordinator, under the direction of the Richland County Engineer, shall have the following powers and duties in administering and implementing Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County:
- a. To review all applications for zoning and land disturbance permits within the FP Floodplain Overlay District to assure that all applicable requirements of this chapter have been satisfied.
 - b. To advise any applicant for a zoning and/or land disturbance permit within the FP Floodplain Overlay District that additional federal or state permits may be required and require that copies of any permits or permit applications for activities on the proposed site be provided and maintained on file with the flood coordinator.
 - c. To notify adjacent communities and the State Coordinator for the National Flood Insurance Program of the South Carolina Department of Natural Resources, Land, Water and Conservation Division, prior to any alteration or relocation of a watercourse, and to submit evidence of such notification to FEMA.
 - d. To prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Section 26-106 of this chapter are met.
 - e. Where interpretation is needed as to the exact location of the boundaries of special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), to make the necessary interpretation.

- f. When base flood elevation data of floodway data have not been provided in accordance with Section 26-106 of this chapter, to obtain, review, and reasonably utilize the best available base flood elevation data and floodway data available from a federal, state or other source at his/her discretion, in order to administer the provisions of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- g. When a regulatory floodway has not been designated, the flood coordinator must require that no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted within Zones AE and A1-30 on the community's FIRM, unless it is demonstrated by an engineer registered with the state, that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community more than one (1) foot.
- h. Mail annually a notice, ~~including a copy of the application of a development permit~~, to owners or occupants of structures within or touched by the regulatory floodplain areas, to provide information as to the status of the flood hazard for each property. This notice shall require that owners provide this notice ~~and a copy of the development permit~~ to subsequent purchasers of the property.
- i. To serve notices of violation, issue stop work orders, revoke or suspend permits and take corrective actions for violations of Section 26-106 of this chapter and other relevant laws and regulations pertaining to floodplain management in Richland County.
- j. To maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
- k. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-61, Review in FP Floodplain Overlay District; is hereby amended to read as follows:

Sec. 26-61. Review in FP Floodplain Overlay District.

- (a) *Purpose.* A floodplain development permit is required in conformance with the provisions of this chapter (particularly Section ~~26-103~~ 26-106) prior to the commencement of any development activities in the FP Overlay District. The purpose of

this permit is to ensure that compliance with all regulations concerning floodplain development is achieved.

- (b) *Pre-application procedure.* No pre- application conference is required prior to applying for a floodplain development permit. Applicants are encouraged to call or visit the county's flood coordinator prior to requesting a floodplain development permit to determine what information is required for the application.
- (c) *Plan submittal.* Application for a floodplain development permit shall be made to the flood coordinator on forms furnished by the county and shall include all items required on that application. An application may be submitted by a property owner or authorized agent. The information submitted for the permit shall be certified by a land surveyor, engineer, or architect authorized by law to certify the required information and plans.
- (d) *Staff review.* The county flood coordinator shall review all applications for a flood development permit and approve or deny such applications. Approval or denial of a flood development permit shall be based on all applicable provisions of this chapter and the following relevant factors:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that material may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of roads and bridges and public utilities and facilities such as sewer, gas, electrical and water systems; and
 - (7) The relationship of the proposed use to any comprehensive planning document for that area.
- (e) *Public notification.* No public notification is required for floodplain development permit issuance.
- (f) *Formal review.* No formal review is required for floodplain development permit review.
- (g) *Variances.* No variances are permitted from the regulations on floodplain development (Section ~~26-103~~ 26-106 of this chapter) pertinent to the issuance of a floodplain development permit.

- (h) *Appeals.* The Richland County Administrator shall hear and decide appeals from determinations made by the flood coordinator. Any owner who has received a decision from the coordinator may appeal this decision to the Richland County Administrator by giving notice of appeal in writing to the flood coordinator within twenty (20) days following issuance of the decision. In the absence of an appeal, the order of the flood coordinator shall be final. The Richland County Administrator shall hear an appeal within a reasonable time and may affirm, modify and affirm, or reverse the decision of the coordinator. Written record of the appeal decision shall be provided by the Richland County Administrator to the flood coordinator.
- (i) *Permit validity.* The effective date of a floodplain development permit shall be the date as stamped on the permit. Permits shall be valid only when signed by the flood coordinator. Any floodplain development permit issued shall become invalid if the authorized work is not commence within six (6) months after the issuance of the permit, or if the authorized work is suspended or abandoned for a period of six (6) months after the time of commencing the work, unless an extension has been granted in writing by the flood coordinator.
- (j) *Interpretation. In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.*

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (1), General Standards; Subparagraph d.; is hereby amended to read as follows:

- d. *Anchoring.* All new construction and~~or~~ substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structures.

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (1), General Standards; Subparagraph e.; is hereby amended to read as follows:

- e. *Materials/methods to be used.* All new construction and~~or~~ substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage. All new construction and/or substantial improvements shall be constructed by methods and practices that minimize flood damages.

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District;

Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph a., ; is hereby amended to read as follows:

- a. *Residential construction.* New construction ~~or~~ and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than two (2) feet above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below.

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph b., Nonresidential Construction; is hereby amended to read as follows:

- b. *Nonresidential construction.* New construction ~~or~~ and substantial improvement of any commercial industrial, or nonresidential structure shall have the lowest floor (including basement), or mechanical and utility equipment, elevated no lower than two (2) feet above the level of the base flood elevation or be flood-proofed to a level no lower than two (2) feet above the level of the base flood elevation, provided that all areas of the building (including mechanical and utility equipment) below the required elevation are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with subsection f. below. A land surveyor, engineer, or architect authorized by law to certify such information shall certify that the standards of this subsection are satisfied. Flood-proofed structures shall have an approved maintenance plan with an annual exercise as required by FEMA. The maintenance plan must be approved by the flood coordinator and notification of the annual exercise shall be provided to same.

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph f., Elevated Buildings; is hereby amended to read as follows:

- f. *Elevated buildings.* New construction ~~or~~ and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls and are used solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and are subject to flooding, shall be designed to preclude finished space and shall be designed to automatically equalize flood forces on exterior walls by allowing for the entry and exit of floodwaters.

1. *Designs for elevated buildings.* Designs for complying with this requirement must either be certified by a land surveyor, engineer, or architect authorized by law to certify such information, or meet the following minimum criteria:
 - [a] Provide a minimum of two (2) openings on different walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - [b] The bottom of all openings shall be no higher than one (1) foot above grade;
 - [c] Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - [d] Fill placed around foundation walls shall be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
2. *Access to enclosed area.* Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standards exterior door) or entry to the living area (stairway or elevator).
3. *Interior portion of enclosed area.* The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, except to enclose a limited storage area. In addition, the interior portion must be void of utilities, except for essential lighting as required, and cannot be temperature controlled. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation as specified in subsections (d) (2) a., b., and d. above.
4. *Construction materials.* All construction materials below the required lowest floor elevation, as specified in subsections (d) (2) a., b., and d. above, shall be of flood resistant materials.

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; Subparagraph g., Temporary Structures; is hereby deleted in its entirety; and all remaining subparagraphs shall be re-alphabetized in correct chronological order.

~~g. — *Temporary structures.* Certain types of temporary structures (e.g. fruit stands, construction site offices, portable toilets, etc.) may be situated temporarily on flood-prone property without having to comply with the elevation or flood-proofing criteria of subsections (d)(2)a. and b. above, respectively, provided that the following criteria are met:~~

~~1. — *Temporary development permit procedure.* All applicants must submit to the flood coordinator, prior to the issuance of a temporary development permit, a written plan for the removal of any temporary structures or development in the event of a hurricane or flash flood warning notification. The plan shall be reviewed and approved in writing, and must include the following information:~~

~~[a] — A specified time period that the temporary use will be permitted;~~

~~[b] — The name, address, and phone number of the individual responsible for the removal of temporary structures or development;~~

~~[c] — The time frame for removal of any structures in the event of a flooding event, with a minimum of seventy-two (72) hours before landfall of a hurricane or immediately upon flood warning notification;~~

~~[d] — Unless movable by the owner, a copy of the contract or other suitable instrument with a trucking company to ensure the availability of removal equipment when needed;~~

~~[e] — Designation, accompanied by documentation, of a location outside the floodplain where any temporary structure will be moved; and~~

~~[f] — A plan to restore the area to its natural condition once the temporary permit expires or the temporary use is terminated, whichever is first.~~

~~2. — *Structure mobility.* The structure is mobile, or can be made so, and is capable of being removed from the site with a maximum of four (4) hours warning.~~

~~3. — *Time on property.* The structure will not remain on the property for more than one hundred and eighty (180) days.~~

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District;

Subsection (d), Standards in the Floodplain; Paragraph (2), Specific Standards; new Subparagraph g., Accessory Structures; is hereby amended to read as follows:

g. *Accessory structures.* ~~An accessory structure or garage, the cost of which is greater than \$1,000.00 must comply with the elevated structure requirements of subsection (d) (2) a. and b. above. When accessory structures of \$1,000.00 or less are to be placed in the floodplain, the following criteria shall be met: An accessory structure greater in value than ten thousand dollars (\$10,000) or a detached garage larger than a two-car garage (greater than 600 sq. feet), must comply with the construction requirements of subsection (d) (2) a. and b. above. When an accessory structure used for limited storage (valued at less than ten thousand dollars (\$10,000) or a two-car detached garage or smaller (600 square feet or less) are placed in the floodplain, the following criteria shall be met:~~

1. *Not for habitation.* Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas);
2. *Flood damage potential.* Accessory structures shall be designed to have low flood damage potential;
3. *Placement.* Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
4. *Anchoring.* Accessory structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure;
5. *Service facilities.* Service facilities, such as electrical and heating equipment, shall be installed in accordance with subsection (d) (1) f. above; and
6. *Openings.* Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with subsection (d) (2) f. above.

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (f), Standards for Subdivision/Planned Development Community/Large-Scale Development Proposals; Paragraph (1), General; is hereby amended to read as follows:

- (1) *General.* ~~All subdivisions, planned development communities, and large-scale development proposals shall be consistent with the need to minimize or eliminate flood damage. Base flood elevation data provided through hydrologic and hydraulic modeling performed in accordance with FEMA standards showing that there is no rise in the base flood elevation for the community and no risk to human health and welfare shall be provided. All such developments shall be~~

~~designed so as not to create or increase the level of flooding existing at the time of development.—In all areas where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less. Another option to the development in place of modeling is to provide the entire flood area in deeded open space with no construction or development allowed unless a base flood elevation is determined in the future.~~

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (1), General Standards; is hereby amended to read as follows:

- (1) *General standards.* All levees protecting residential structures or nonresidential structures that are not flood-proofed shall be designed, constructed, and maintained to provide protection against the 500-year flood, plus three (3) feet of freeboard. Flood elevations shall be as shown on the latest Flood Insurance Rate Maps as determined by appropriate hydrologic methods. Any levee constructed or improved under this subsection shall also comply with the other applicable provisions of Section ~~26-203~~ 26-202 of this chapter.

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-106, FP Floodplain Overlay District; Subsection (h), Standards for Levees; Paragraph (2), Specific Standards; Subparagraph a., Design and Construction; is hereby amended to read as follows:

- a. *Design and construction.* Design and construction shall be in accordance with ~~latest edition of the~~ U.S. Army Corps of Engineers' Manual EM 1110-2-1913 ~~(31-March-1978)~~ Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the ~~latest edition of the~~ U.S. Army Corps of Engineers' Manual EM 1110-2-1413 ~~(15-Jan-1987)~~ Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the Corps of Engineers.

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (3), Secondary Drainage Channel and Surface Requirements; Subparagraph d., Areas of Special Flood Hazard; is hereby amended to read as follows:

- d. *Areas of special flood hazard.* In areas of special flood hazard, final grading of all lots and building sites for new construction, or substantial improvement of residential structures, shall provide for elevation on fill, pilings, or earth filled curtain walls of the lowest habitable floor to at least

two (2) feet above the 100-year flood elevation. Where fill is added to meet this requirement, the area two (2) feet above the 100-year flood elevation shall extend at least ten (10) feet from each side of the building pad. Certain types of structures are permitted within the floodplain if properly “flood-proofed” in compliance with Section ~~26-104 (d)~~ 26-106 (d) of this chapter and all applicable building code requirements.

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-202, Stormwater Management and SWPPs; Subsection (c), Requirements and Standards; Paragraph (5), Design Criteria for Improvements; Subparagraph d., Levees; Clause 1., USACE Manuals; is hereby amended to read as follows:

1. *USACE Manuals.* Design and construction shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1913 ~~(31 March 1978)~~ Design and Construction of Levees. The design and construction of drainage systems within levees shall be in accordance with the latest edition of the USACE’s Manual EM 1110-2-1413 ~~(15 Jan 1987)~~ Hydrologic Analysis of Interior Areas. A South Carolina Registered Professional Engineer shall certify that he/she has been involved in the design, construction, and inspection phases and shall certify that the construction meets requirements of the corps of engineers

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

SECTION XIX. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014

Michelle Onley
Clerk of Council

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

Richland County Council Request of Action

Subject

Coroner-2400: Budget Amendment for FY 13-14 [**FIRST READING**] [**PAGES 363-366**]

Notes

May 27, 2014 - The Committee recommended approval of additional funds in the amount of \$133,000 for the Coroner to have adequate funding to pay for part-time personnel services and autopsy services for the remainder of FY13-14

Richland County Council Request of Action

Subject: Coroner-2400: Budget Amendment for FY 13-14

A. Purpose

County Council is requested to approve a budget amendment for the Coroner in the amount of \$133,000.00 for the purpose of providing funds to two line items that have projected deficits by the end of this fiscal year.

B. Background / Discussion

Budgeting for the two line items referenced has always been a challenge. The first line item is 511300 Part Time/ Temporary. This account is used to pay our part time deputies and data entry employees. We can never predict an accurate amount of funding because these funds are paid out directly related to the number of deaths or call volume we may experience in a fiscal year. The same is true for the other line item referenced which is 525500 Postmortem Pathology. There is no way to give an accurate number of autopsies that will be performed in the coming fiscal year. Due to the impossibility of being able to give accurate amounts required for these two accounts, it is often necessary for this department to request a budget amendment. Therefore based on averages and best guess estimates, the Coroner is requesting additional funds in the amount of \$133,000.00 to prevent deficits in the current year budget.

C. Legislative / Chronological History

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

D. Financial Impact

The financial impact of this request is as follows:

Line item 511300 Part Time/Temporary: Budgeted amount for this fiscal year was \$190,000.00. As of 05/06/2014, the actual amount expended this fiscal year is \$178,600.04. Based on estimates provided by Finance/Budget Department, this department will need an additional \$46,000.00 in this account to pay part time personnel.

Line item 525500 Postmortem Pathology: Budgeted amount for autopsies this fiscal year was \$270,000.00. As of 05/06/2014 the actual amount expended so far this fiscal year is \$258,055.00. There are four months left to be paid. Based on estimates obtained by averaging the costs for the last eight months, this department will need an additional \$87,000.00 in this account to pay for autopsy services through June 2014.

511300 Part time/Temporary	\$ 46,000.00
525500 Postmortem Pathology	87,000.00
Total Budget Amendment Request	\$133,000.00

E. Alternatives

1. Approve the request for additional funds for the Coroner to have adequate funding to pay for part time personnel services and autopsy services for the remainder of FY 13-14 to prevent a deficit in the Coroner’s FY 13-14 Budget.
2. Do not approve and there will be a projected deficit in the Coroner’s FY 13-14 budget of \$133,000.00.

F. Recommendation

State which alternative you recommend. Be sure to include your name, department, and date.

It is recommended that Council approve the request for additional funds in the amount of \$133,000.00 for the Coroner’s FY 13-14 Budget.

Recommended by: Gary Watts Department: Coroner Date: 05/06/2014

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers Date: 5/12/14
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
Comments regarding recommendation:

This is a budgetary decision for Council. As requested, I have attached a current department budget report, summary of the department information for the last three years, and the account information for the last three years:

	FY11	FY12	FY13	FY14
Total Department Budget	1,280,487	1,464,490	1,537,516	1,465,638
Total Department Actual	1,347,982	1,452,616	1,550,289	1,241,614 ytd
Part time Wages Budget	161,632	197,213	182,177	190,000
Part time Wages Actual	162,425	182,748	176,097	189,266 ytd
Postmortem Path Budget	248,249	309,416	309,416	329,416
Postmortem Path Actual	325,285	322,639	344,683	271,205 ytd



pdfexport.pdf

Legal

Reviewed by: Elizabeth McLean

Date: 5/12/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

SC Philharmonic Funding Request [**PAGES 367-372**]

Notes

May 27, 2014 - The Committee forwarded this item to Council without a recommendation.

Richland County Council Request of Action

Subject: SC Philharmonic Funding Request

A. Purpose

County Council is requested to fund the SC Philharmonic at \$25,000.

B. Background / Discussion

On May 6, 2014, Council member Pearce brought forth the following motion:

“I move to fund the SC Philharmonic at \$25,000 using FY14 Hospitality Tax funds.”

The SC Philharmonic submitted a request asking for an additional \$25,000 to assist in funding marketing and outreach in order to shift more support to the Youth Orchestras program. Their letter of request is attached along with a budget for use of the \$25,000. The organization states the funds would be spent prior to June 30, 2014.

The organization applied for and received Hospitality Tax County Promotions funds and Accommodations Tax in FY14. The organization also requested funds through these grant programs for FY15.

	FY14 Request	FY14 Allocation	FY15 Request	FY15 Recommendation
ATax	\$50,037	\$27,600	\$40,000	\$24,000
HTax	\$10,000	\$6,000	\$12,200	\$6,000
Total	\$60,037	\$33,600	\$52,200	\$30,000

Each year, Council is budgeted \$25,000 in Hospitality discretionary funds that can be used at their discretion for requests that come in after the grant process. These funds (\$25,000) are currently available for distribution.

Per the Council Retreat, out of cycle requests are to be routed to the Grants Manager for review prior to Council submitting a motion for action. The organization has an application on file for FY14, and they submitted a budget for the additional funding. The expenditures outlined are eligible as entertainment. The organization is eligible as a 501 c 3 organization that provides cultural tourism activities within Richland County.

C. Legislative / Chronological History

Motion by Greg Pearce on May 6, 2014.

D. Financial Impact

Funds in the amount of \$25,000 are available for this purpose (Council’s discretion / out-of-cycle requests) in the Hospitality Tax Account. No additional funds would be required. If these funds are not spent, they will go into the Hospitality Tax fund balance at the end of FY 14.

E. Alternatives

1. Approve the motion to fund the SC Philharmonic at \$25,000.
2. Do not approve the motion to fund the SC Philharmonic at \$25,000.

F. Recommendation

I move to fund the SC Philharmonic at \$25,000 using FY14 Hospitality Tax funds.

Recommended by: Greg Pearce Department: County Council Date: 5/6/14

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 5/15/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Based on funding within appropriated discretionary funding.

Grants

Reviewed by: Sara Salley Date: 5/16/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:
This is a funding decision to be made at Council’s discretion. The organization received funds in FY14 from both ATax and HTax grant programs and this is an out of cycle request.

Legal

Reviewed by: Elizabeth McLean Date: 5/16/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Roxanne Ancheta Date: May 16, 2014
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: While this is a policy decision of Council, funds are available for this purpose. As Ms. Salley noted above, the organization received funds in FY14 from both ATax and HTax grant programs, and this is an out of cycle funding request.



RECEIVED
2014 APR 22 11:10:50
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

April 17, 2014

Mr. Tony McDonald, County Administrator
Richland County
2020 Hampton Street
Columbia, SC 29204

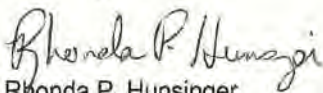
Dear Mr. McDonald,

Increased expenses and continued economic challenges in our community have put the South Carolina Philharmonic's (SCP) ability to maintain its current level of youth participation in its Youth Orchestras at risk. Elementary, middle and high school students from around our region are given this unique educational opportunity because of the Philharmonic's subsidy. The SCP places great emphasis on the educational component of its mission. Research has found that learning music facilitates learning in other school subjects, increases IQ and enhances skills that children inevitably use in other areas. The SCP has a vision to see lives changed through the transformative power of music and has established education and outreach programs specifically designed to engage and educate young people of all ethnicities and backgrounds.

We understand that there is unallocated funding remaining in the Hospitality Tax fund and, if so, request a year-end appropriation of \$25,000 to the SCP. We would allocate these funds internally to marketing and outreach in order to shift more support to the Youth Orchestras program. I also request that this increase be realized in future budgets, as well, as we are the major musical attraction in the Midlands. In recognition of this action, we will name the Youth Orchestra program the Richland County Youth Orchestras in order to promote the Council's support of the importance of cultural educational opportunities for all of our children. I will be glad to attend any Council or Committee meeting to further explain our request or address any questions.

Thank you for your consideration.

Sincerely,


Rhonda P. Hunsinger
Executive Director

cc: Bill Malinowski, Joyce Dickerson, Damon Jeter, Paul Livingston, Seth Rose, L. Gregory Pearce, Torrey Rush, Jim Manning, Julie-Ann Dixon, Kelvin Washington, Norman Jackson

From: Robin Georgion Hallyburton <robin@scphilharmonic.com>
Sent: Friday, April 25, 2014 11:15 AM
To: Sara Salley
Subject: RE: Year End Request \$25K HTAX
Attachments: Budget for \$25000 request - revised.doc

Hi Sara,

Rhonda said the language in the letter perhaps should have been stated more broadly – that the funds would be used for expenses that qualify within Hospitality Tax guidelines. When we bring in world class artists and commission Grammy award winning composers, we consider that marketing and outreach, since these are decisions made not only to provide our community with exposure to world renowned talent, but also to draw in audiences from outside of Richland County.

My understanding is that these artists do qualify for Hospitality Tax funds. To fully fit within this marketing mission, I have revised the budget attachment to include only those artists that were hired to draw in a state-wide audience. Please let me know if this works within the guidelines as you have requested.

Thanks!
Robin



Richland County Year End Request

<u>2013/2014 Project Expense Category</u>	<u>Total</u>
Alessio Bax, cello	\$2,500
Ginger Jones-Robinson, soprano	\$1,500
Joan Tower Commission	\$6,000
Saeka Matsuyama, violin	\$3,000
Bela Fleck, banjo	\$12,000
Requested Amount	\$25,000

Details:

Alessio Bax:	Artist fee for concert soloist.
Ginger Jones-Robinson:	Artist fee for concert soloist.
Joan Tower Commission:	Commission fee for composition of a musical work to feature Peter Kolkay, one of the world's best bassoonists. World debut by SCP.
Saeka Matsuyama:	Artist fee for concert soloist.
Bela Fleck:	Portion of Artist fee for concert soloist.

This request is for the current season and will be spent prior to June 30, 2014.

Richland County Council Request of Action

Subject

Hospitality Tax Ordinance Agency Procurement [**PAGES 373-381**]

Notes

May 27, 2014 - The Committee recommended approval of the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars. Further, the Committee recommended that Council adopt the proposed procedures and monitoring practices as outlined in the Request of Action.

Richland County Council Request of Action

Subject: Hospitality Tax Ordinance Agency Procurement

A. Purpose

County Council is requested to approve a plan to require Hospitality Tax (HTax) Ordinance Agencies to adopt County procurement guidelines for spent dollars.

B. Background / Discussion

On September 17, 2013, Council member Rush brought forth the following motion:

“To look at hospitality ordinance agencies adopting county procurement guidelines for spent dollars”

The following plan was presented to Council during the January 2014 Retreat. The goal is for HTax Ordinance Agencies (Columbia Museum of Art, Historic Columbia Foundation, EdVenture) receiving annual HTax dollars to spend those tax funds wisely using fair and competitive procurement practices modeled after the County’s Procurement Ordinance. Per Council’s request, this issue was forwarded back to the A&F Committee and staff prepared a side by side comparison of each Agency’s spending policy and the County’s procurement code. This information is also attached.

Current Procedures:

Each year, HTax Ordinance agencies submit a marketing plan and budget request, mid-year reports, and final reports including detailed reporting of HTax expenditures. Agencies also submit a copy of their 990 tax return and an independent audit. County funds are spent according to each Agency’s internal procurement procedures that are approved by their board and outside auditors.

Draft Procedure:

All purchases made with Hospitality Tax funds shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendors, and the prevention of conflicts of interest. Towards this end, it shall be the policy of the agency receiving Hospitality Tax funds that, whenever practical, leases, goods, and services required by these agencies shall be procured through a competitive purchasing policy which may be achieved through competitive bidding or through requests for proposals.

All purchases of goods and services shall be made according to the established procurement policy of the grantee, provided that it models Richland County’s Procurement Code (Article X) and/or SC State Code (Title 11, chapter 35). If the grantee has no established procurement policy, it must follow Richland County’s Procurement Code (Article X) and/or SC State Code (Title 11, chapter 35). The grantee’s procurement policy will be reviewed by Procurement staff to assure that it is as restrictive as these standards and it provides fair and open competition. Procurement staff will then report any issues to Administration.

All procurement documentation for items purchased with County funds must be kept on file for three years. All of these records are subject to review by Richland County.

Monitoring of Procurement Practices:

- Ordinance Agencies will submit a copy of their procurement code/procedures with their annual marketing and budget request each March. The procedures will be reviewed by Staff to ensure current practices are in line with the County procedures. Inadequacies will be addressed in writing outlining further procedures that need to be put in place to bring the Agency into compliance.
- Staff will review the annual audit of each agency and will report any procurement issues to County Council.
- Staff will perform on-site audits of the ordinance agencies twice per year, after submission of the mid-year reports in January and final reports in July. Staff will review procurement documents for a sampling of purchases made by the Ordinance Agencies. This approach is modeled after sample federal grant audits.

Each Ordinance Agency was asked how this requirement would impact their agency operations. The response from each was that imposing such a requirement would have a negative impact on their agency. A memo from each is attached.

Also, Agencies may come across a conflict when combining County HTax funds with other funds to cover project costs. For example, if they use HTax funds to match Federal grant funds, the Federal grant procurement requirements may take precedence over County requirements.

C. Legislative / Chronological History

- Motion by Councilman Rush at the September 17, 2013 Council Meeting
- Item was discussed at the October 22, 2013 A&F Committee and forwarded to full Council with no recommendation.
- On November 5, 2013, Council forwarded this item to Retreat.
- Council sent item back to the A&F Committee at Council Retreat on January 23, 2014.

D. Financial Impact

While additional staff time – both Procurement and Administration – will be required, a specific financial impact cannot be determined at this time. It is thought, however, that these additional duties can be absorbed by current staff with no financial impact.

E. Alternatives

1. Approve the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars.
2. Do not approve the motion to require Hospitality ordinance agencies to adopt County or State procurement guidelines for Richland County Hospitality Tax spent dollars.

F. Recommendation

This initial motion was made by Mr. Rush on September 17, 2013. This is a policy decision for Council.

G. Reviews

Finance

Reviewed by: Daniel Driggers

Recommend Council approval

Date: 5/19/14

Recommend Council denial

Comments regarding recommendation: As stated, this is a policy decision for Council consideration.

Procurement

Reviewed by Christy Swofford:

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Grants

Reviewed by: Sara Salley

Recommend Council approval

Comments regarding recommendation: This is a policy decision for Council consideration.

Date: 5/20/14

Recommend Council denial

Legal

Reviewed by: Elizabeth McLean

Recommend Council approval

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

Date: 5/20/14

Recommend Council denial

Administration

Reviewed by: Roxanne Ancheta

Recommend Council approval

Comments regarding recommendation: This is a policy decision of Council.

Date: May 20, 2014

Recommend Council denial

Currently, HTax Ordinance agencies submit a marketing plan and budget request, mid-year reports, and final reports including detailed reporting of HTax expenditures. Agencies also submit a copy of their 990 tax return and an independent audit. County funds are spent according to each Agency's internal procurement procedures that are approved by their board and outside auditors.

If Council chooses to proceed with the requirement that the Ordinance Agencies adopt the County's Procurement guidelines, where feasible, it is recommended that they adopt the proposed monitoring practices outlined in the Request of Action. Further, once the County has its list of Small Local Business Enterprises (SLBE's), we will forward this information to the Ordinance Agencies and request that these SLBE's be utilized whenever possible.



Date: October 28, 2013

To: Sara Salley, Grants and Community Impact Manager, Richland County

From: Karen Brosius, Executive Director, Columbia Museum of Art

Re: Richland County Council Request of Action response

Summary: The Columbia Museum of Art (CMA) currently operates with a finance office staffed by one person, the Director of Finance. Richland County Hospitality Tax funding is used for expenses from five different departments, with the Director of Finance being the only staff member responsible for generating the quarterly payment requests and mid-year/final reports for the H-Tax funding. Richland County H-Tax funding covers around 18% of our annual expense budget.

The Columbia Museum of Art already follows the majority of the guidelines as outlined in Article X. The Museum is governed by a 30-member Board of Trustees, a 12-member Finance Committee consisting of board members and financial experts, Executive Director, and Scott & Company, our external auditor. The Museum has received a clean opinion from its annual audit by Scott & Company for the last several years, with no deficiencies in our procedures and policies.

The primary difference is that we do not have a central procurement office. If competitive purchasing were required, then a new centralized procurement staff position would be needed that would increase our operating expense budget with seemingly little return on investment. Daniel Driggers of the County Finance department seems to recognize that an increase in administrative costs could result from this request, but there would not be sufficient funding available from the County to cover such costs. Presumably, the receiving entities would have to make up any shortfall from other funding sources that would be an additional financial burden in this tight economy.

Direct Response to Sections 2-593 to 2-638:

1. Receiving agencies would adopt guidelines but still act independently of Council
2. Receiving entities would not be required to get approval for purchases from Council
3. Competitive Purchasing Policy:
 - a. Majority of Hospitality Tax-covered expenses could not be procured through a competitive purchasing policy due to the particular nature of our programmatic mission:
 - Exhibition participation fees
 - Shipping providers are frequently specified by the exhibition organizer
 - Conservation work is currently handled by a number of expert professionals in the field who specialize and sub-specialize in a variety of art media. We work primarily with Williamstown Art Conservation Center in Atlanta, who provides the widest range of services in conservation throughout the Southeast and where we have a long-standing account. We also use certified conservators from the Midlands.

- Exhibition installation needs are covered by a few long-used and tested companies that have a clear understanding of CMA's national accreditation requirements for the most professional exhibition and programming presentation that also meets industry and lending-agency standards
 - Marketing decisions and contracts are selected through a strong strategic plan based on tourism, audience development, and historic analysis, with an emphasis on the highest return on investment
 - Facilities and Marketing salaries/benefits
- b. Where applicable, the CMA does use a RFP process:
- For larger entity-wide projects (e.g., outside technology support contract; telephone service; fine art insurance policy periodically through insurance agent)
 - Smaller expenses are not practical for competitive bid policy: everything from linen cleaning to art supplies provided for school tours
- c. We would have to create a new staff position to centralize the procurement process as there is not currently anyone on staff with time available to prepare information for the five departmental areas covered by H-Tax funding: competitive bid requests; evaluate bids; select final bid; and process purchases.
4. Procedural Requirements:
- a. CMA's internal procedure requiring purchase order or similar controlled request form matches Councils
- All purchases are approved by the Department Head
 - All purchases over \$500 are approved by Deputy Director of the Museum
 - All purchases over \$1,000 are approved by the Executive Director
 - All checks are signed by two signees.
 1. \$1,000 and over by Executive Director and Board Treasurer
 2. Less than \$1,000 by Executive Director and Deputy Director
- b. Purchasing files:
- Each department has on file a list of vendors currently used for expenses covered by H-Tax funding and specifications for products used
- c. Conflicts of interest policy already in place
5. Nondiscrimination:
- a. This policy is already in place
6. Minority Procurement Requirements:
- a. We have a number of minority-owned businesses currently in our vendor list that are used frequently. The procurement guidelines outline a minimum of 15% of contracts in excess of \$5,000 being awarded to minority businesses. For the most part, of the expenses covered by H-tax funding, few are in excess of \$5,000, and those that are would most likely be national or international exhibition-organizing agencies, exhibition shipping contracts, collection/exhibition insurance, or media contracts.



Date: October 29, 2013

To: Sara Salley
Grants Manager, Richland County

From: Robin Waites
Executive Director, Historic Columbia

Re: Richland County Procurement Procedures

Historic Columbia Foundation (HC) administers a \$1.5 million operating and \$1 million capital budget with one full time employee for whom 75% of her time is dedicated to finance. The organization is not sufficiently staffed to implement the overlay of additional procedures.

The current procurement procedures at HC have been approved by an outside auditor who reviews the books on an annual basis. This audit is made available to the County each year. In reviewing the County procedures, HC already follows many of the guidelines outlined including:

- Competitive purchasing for all contracts for capital projects. For small projects (below \$5,000), HC currently solicits no fewer than three bids for the work. For larger projects HC goes through the process of advertising the job first through RFQ and RFP then formal invitations to bid and the competitive sealed proposal process. HC then works with an attorney to develop contract for work. Payment is made one an architect has signed the release on funds.
- HC has a formal purchase approval process, which includes having a purchase requisition signed by the Department Head and Executive Director before any purchase can be made. Purchases over \$500 must also be signed by a member of the Board Finance Committee. These materials are currently made available to the Grants Manager in reporting expenditures of County funds.

Unless there are particular issues that the County has with HC procedures, we would request that they remain in place.

In the event that Council decides to move forward with the change, the following questions arise:

Would HC have to have purchases approved by County Council?

Would HC adopt County procedures, or would we have to run purchases through the County?

Would this apply to all purchases, health insurance, IT support, security monitoring, etc., or just to purchases specifically for the building and grounds of WW and HP?

How would the County verify compliance? If there would be additional reporting we would need to have clarity of this from the outset.

If the change were made, would HC have access to the County vendor list and be considered "County" when making purchases thereby utilizing any County discounts

Would HC have access to the central state purchasing office?



Date: October 29, 2013

To: Sara Salley
Grants Manager, Richland County

From: Catherine W. Horne
President and CEO, EdVenture Children's Museum

Re: Richland County Procurement Procedures

EdVenture administers a \$5 million budget with one full time employee whose time is dedicated to procurement and accounts payable. The organization is currently not sufficiently staffed to implement the overlay of additional procedures.

The current procurement procedures at EdVenture have been approved by an outside auditor and Board of Trustees. EdVenture conducts an independent audit annually. This audit is made available to the public each year. In reviewing the County procedures, EdVenture already follows many of the guidelines outlined including:

- EdVenture has a purchasing policy. All purchases require a purchase requisition that has to be approved by a Director before a purchase is made. If the purchase is over \$500 our CFO is required to approve. If the purchase is over \$1500 the CEO is required to approve. Our Chair of the Board is also required to sign every check over \$2,500 along with the CEO. EdVenture uses a coding system to determine which funds should be expensed to applicable grants.
- EdVenture also implements a competitive procurement process for purchases over \$1,000. All purchase request or contracts must be submitted with three competitive quotes from different vendors. If there is no other available vendor this must be documented on the request.
- Competitive purchasing for all contracts for capital projects. For larger projects over \$5,000 EdVenture goes through the process of advertising the job first through RFQ and RFP, then formal invitations to bid and the competitive proposal process. EdVenture then works with an attorney to develop contracts for work.

Unless there are particular issues that the County has with EdVenture procedures, we would request that they remain in place.

In the event that Council decides to move forward with the change, the following questions arise:

1. Would H- Tax funds be available to pay for additional staff and technology to perform additional procedures?
2. Would this apply to all purchases, health insurance, IT support, security monitoring, etc., or just to purchases specifically for H-Tax expenditures.
3. Would EdVenture adopt County procedures, or would we have to run purchases through the County?
4. If the change were made, would EdVenture have access to the County vendor list and be considered "County" when making purchases thereby utilizing any County discounts?
5. Would EdVenture have to have purchases approved by County Council? If so, what will be the threshold amount?
6. How would the County verify compliance? If there would be additional reporting we would need to have clarity of this from the outset?
7. Would EdVenture have access to the central state purchasing office?

Ordinance Agency Procurement Policy Comparisons

RICHLAND COUNTY 2-593 Contract Authority		HISTORIC COLUMBIA FOUNDATION		EDVENTURE		COLUMBIA MUSEUM OF ART	
Competitive Procurement Thresholds:		Competitive Procurement Thresholds:		Competitive Procurement Thresholds:		Competitive Procurement Thresholds:	
≤ \$1,500	3 Quotes, telephonic is acceptable	≤ \$500	3 Quotes, Approval by Department Head & Executive	≤ \$500	No competitive process. CFO must approve.	All purchases*	No competitive process. Approved by Dept Head
\$1,500.01-\$14,999.99	Requires 3 written quotes	\$500-\$4,999.99	3 Quotes, Approval required by Dept Head, Exec Dir & Board Finance Committee	\$501-\$1,500	No competitive process. CEO must approve.	>\$500	No competitive process. Approved by Deputy Director
\$15,000-\$100,000	Requires formal solicitation & County Administrator approval	> \$5,000	Formal solicitation req'd. Approval required by Dept Head, Exec Dir & Board Finance	\$1,501-\$2,500	Requires 3 Quotes. CEO must approve.	>\$1,000	No competitive process. Approved by Executive Dir.
≥ \$100,000.01	Requires formal solicitation & County Council approval			>\$2,500	Formal solicitation issued. Requires approval from CEO and Board Chair	"Larger" projects (ie technology support, fine art insurance)	Follow RFP process, but that process is undefined
*Due to the sensitive nature of the types of procurement, competition is not conducive to the mission of CMoA.							

Richland County Council Request of Action

Subject

Richland County Water/Sewer/Industrial Waste User Rates [**PAGES 382-397**]

Notes

May 27, 2014 - The Committee forwarded this item to Council without a recommendation. Staff is to meet with Councilman Washington regarding this item.

Richland County Council Request of Action

Subject: Richland County Water/Sewer/Industrial Waste User Rates

A. Purpose

"County Council is requested to approve utility rate guides as attached for Domestic/Commercial Water, Domestic/Commercial Sewer and Industrial Pretreatment/Scavenger Waste."

B. Background / Discussion

Richland County Utilities operates all utility systems as self-supporting enterprise funds. The enterprise funds are currently supported by connection and monthly user fees. These fees cover the cost of labor, material and expenses for daily operation, and all debt service expenses associated with the various systems. While daily operations consume the majority of the Utility Department's staff time, a significant amount of time is also consumed coordinating new customer connection applications, inspecting and re-inspecting customer pipe installation, reviewing subdivision and commercial plans, permitting and inspecting grease traps and servicing customer accounts to include disconnects and reconnects as a result of nonpayment. Currently all of these services are provided at no additional cost to the customer. These services are specific to an individual customer and should be paid by that customer and not all existing customers on the system. Therefore, the proposed new rate structure includes fees to cover expenses of new customer connections and account service fees for delinquent payments but does not increase fees for existing customers.

The proposed rate guides incorporate previously approved customer connection fees and monthly user fees for Domestic/Commercial water and sewer customers. The proposed Domestic/Commercial Sewer Rate Guide (*Attachment 1*) also includes the monthly user fee of \$37.60 for the Lower Richland Sewer System. This is the initial monthly user fee established in the USDA Rural Development Letter of Conditions to be implemented to fund the Lower Richland Sewer System operation. This fee, as are all fees, is subject to review and modification annually.

Also included in the rate guides are proposed fees for Industrial Pretreatment and Scavenger Waste. The County currently does not have any industrial customers but has developed an industrial pretreatment program as required by DHEC to address future industrial customers that may require sewer service.

Also attached is a detailed explanation of how the water, sewer and industrial pretreatment fees were derived (*Attachment 2*). This document is provided as additional information for Council to review when evaluating the proposed rate guides.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact to existing water and sewer customers except wholesale customers whose rates have not been modified for several years and will be set at two-third (2/3) the full monthly user fee. The revenue generated by the new customer connections and account service fees will be used to offset the administrative cost associated with these services.

There will be no additional cost to the County.

E. Alternatives

1. Approve the proposed rate guide as submitted.
2. Approve the proposed rate guide with modifications.
3. Do not approve. If this alternative is chosen the administrative cost of connecting new customers and servicing non-paying accounts will be incurred by the existing customer base. Also approval of any industrial customer connections will be delayed and require additional action by County Council to approve individual rates.

F. Recommendation

"It is recommended that Council approve the implementation of the rate guides as submitted."

Recommended by: Andy H. Metts

Department: Utilities

Date: 2/5/14

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While "Council Discretion" may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 2/21/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

There are three ROA's routing this month that are related in the sense that they have financial implications for the Richland County Utilities System. Therefore it may be beneficial to review and considered them simultaneously. They are:

- Changes to the County Water/Sewer rates (exclusive of user rates which will be reviewed during the budget process) Based on current data, it is likely that a water rate increase will be required for the Lower Richland Water System
- Tap fee assistance program
- Water and Sewer Tap Fee payment plan

The Finance recommendation supports the request for rate structure because the additional fee structure further encourages charges to be at a level to cover the cost of services provided. Currently the County operates two separate Utility Systems; Broad

River Utilities and Lower Richland Utilities system. The Broad River system is self-sufficient however the Lower Richland Water and Sewer System require an annual subsidy of approximately \$300k from the Stormwater system. Approval would have a positive effect on the County's revenue stream and therefore will improve the ability to move the Lower Richland Systems closer to being self-supporting.

One note of importance is that the current late payment rate is approximately 25% of users therefore while the implementation of a late fee, reconnection fee, etc is good fiscal policy and encouraged it will have an immediate direct effect on a large number of users. Additionally since this will increase the cost to the end-user, the County should expect an increase in the delinquency and disconnection rate in the short term.

In order to provide appropriate resources to implement and sustain the program, approval would require an additional cost for one (1) FTE Senior Accountant in Finance in order to appropriately staff the billing and collection of the additional revenue sources, maintain appropriate documentation on the new payment plans and ensure proper implementation of the new late fee program. The additional cost will be One (1) FTE for an annual cost of \$60,000. This will require a budget amendment.

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/14

Recommend Council approval

Recommend Council denial

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

Things for Council to consider:

S.C. Code Ann.1976 (2008) §6-1-330 provides:

§6-1-330. Local fee imposition limitations

- (A) *A local governing body, by ordinance approved by a positive majority, is authorized to charge and collect a service or user fee. A local governing body must provide public notice of any new service or user fee being considered and the governing body **is required to hold a public hearing** on any proposed new service or user fee prior to final adoption of any new service or user fee. Public comment must be received by the governing body prior to the final reading of the ordinance to adopt a new service or user fee. A fee adopted or imposed by a local governing body prior to December 31, 1996, remains in force and effect until repealed by the enacting local governing body, notwithstanding the provisions of this section.*
- (B) *The revenue derived from a service or user fee imposed to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the fee was paid. If the revenue generated by a fee is five percent or more of the imposing entity's prior fiscal year's total*

budget, the proceeds of the fee must be kept in a separate and segregated fund from the general fund of the imposing governmental entity.

Additionally, *S.C. Code Ann. 1976 (2008) §6-1-310* defines service or user fee as:

(6) “Service or user fee” means a charge required to be paid in return for a particular government service or program made available to the payer that benefits the payer in some manner different from the members of the general public not paying the fee. ‘Service or user fee’ also includes ‘uniform service charges’.

Administration

Reviewed by: Sparty Hammett

Date: 5/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As indicated, there is no financial impact to existing water and sewer customers except wholesale customers whose rates have not been modified for several years.

RICHLAND COUNTY UTILITIES
Domestic/Commercial Sewer Rate Guide
Effective April 1, 2014

Domestic Sewer \$44.54 monthly / \$133.62 quarterly per REU* Broad River System
 \$37.60 monthly / \$112.80 quarterly per REU Lower Richland System
 Minimum of one (1) REU per customer or building unit

Standard Residential Sewer Connection Fees[∞]

Per REU*	\$4000
Includes review of plans, on-site recommendations, initial piping inspection, and final inspection	
All other site inspections/re-inspections	\$50 per visit

STEP System Sewer Connection Fees

Per REU*	\$4000
Includes basic design review, on-site recommendations	
Initial piping & tank inspection	
Final inspection	\$50
All other site inspections/re-inspections	\$50 per visit

Subdivision/Commercial Sewer Plan Fees

Plan reviews up to 50 lots or (REUs)	\$125
Each additional 50 lots or REUs	\$50
Plus SCDHEC Delegated Review Fees if applicable	

Grease Interceptors/Traps

Initial Permit and Inspection	\$50
Annual inspection & permit renewal	\$30

Wholesale Transport & Treatment only

2/3 of full rate or otherwise contracted

Miscellaneous Customer Charges

Late payment fee	10% of outstanding balance
Returned Check	\$30
Establish new account	\$30
Solids Interceptor pump-out	\$100 for first 500 gals + \$25 /500 thereafter
Reconnect terminated customer (standard)	\$75
Reconnect terminated customer (excavation)	\$375
Reconnect Inspection using customer plumber	\$75
Damage to equipment or infrastructure	Cost to replace/repair
Tampering with equipment or infrastructure (non-terrorism)	\$200 per incident and/or imprisonment & damages

Unpermitted connections - \$200 + the normal tap fees + back user fees + the cost of all inspections

*Residential Equivalent Units (REUs) are based on 400 gals/day average and SCDHEC Contributory Loading Guidelines. Fractions of an REU greater than 0.25 REU shall be considered an additional REU.

[∞] Customers may request a payment plan for connection fees subject to approval in accordance with County policy.

DRAFT

RICHLAND COUNTY UTILITIES
Domestic/Commercial Water Rate Guide
Effective April 1, 2014

DRAFT

Monthly Water Consumption

1 st 1000 gallons (minimum base charge standard meter)	\$14.00
Next 8000 gallons	\$3.80/1000 gallons
Next 11,000 gallons	\$3.50/1000 gallons
Next 10,000 gallons	\$3.00/1000 gallons
Next 30,000 gallons	\$3.00/1000 gallons
Next 60,000 gallons	\$3.00/1000 gallons

Example: An average customer using approximately 5,500 gallons per month would have a monthly water bill of \$31.10.

$[\$14.00 + (5500 \text{ gals} - 1000 \text{ gals}) \times \$3.80/1000 \text{ gals}] = \31.10

Monthly Capacity charge for 2" meter or larger on standby \$28.00

Standard Water Connection Fees^{}**

5/8" - 3/4" meter (new service)	\$1000
1"-2" meter (new service)	\$1500
Includes review of individual plans, up to two piping inspections (does not include plumber's fees by others) and setting of meter	
All other site inspections	\$50 per visit

Subdivision/Commercial Water Plan Review Fees

Plan reviews up to 50 lots or taps	\$125
Each additional 50 lots or taps	\$50
Plus SCDHEC Delegated Review Fees if applicable (Combined water & sewer projects multiply water fees by 1.5)	

Testable Backflow Prevention Devices

Initial permit & site inspection	\$65
Monthly tracking & administration	\$1
Annual inspection if not submitted by certified tester	\$150 DCVA \$200 RPZ

(Failure to submit certified tests may result in disconnection)

Wholesale/Bulk Connection 2/3 of full rate or otherwise contracted

Miscellaneous Customer Charges

Late payment fee	10% of outstanding balance
Returned Check	\$30
Establish new account	\$30
Bulk water tank withdrawal up to 5000 gallons	
If available	\$30 + \$3.75/1000 gallons
Reconnect terminated customer	\$65
Meter testing	\$65
Damage to equipment or infrastructure	Cost to replace/repair

Tampering with equipment or infrastructure (non-terrorism) \$200 per incident and/or imprisonment & damages

Unpermitted connections - \$200 + the normal tap fees + back user fees + the cost of all inspections

^{**} Customers may request a payment plan for connection fees subject to approval in accordance with County policy.

RICHLAND COUNTY UTILITIES
Industrial Pretreatment/Scavenger Wastes Rate Guide
Effective April 1, 2014

Monthly Treatment & Collection	Broad River	Lower Richland
first 10,000 gallons	\$44.54	\$37.60
each 1000 gallons thereafter	\$3.71	\$3.13

Industrial Sewer Connection Fees

Per REU	\$4000
Design review & construction permit	\$125 + consultant & SCDHEC fees if required
Initial site inspection	\$100
Final inspection	\$150
All other site inspections/re-inspections	\$75 per visit

DRAFT

Industrial User Fees

Initial Standard Discharge Permit	\$200
Initial SIU Discharge Permit [‡]	\$300
Permit revision	\$150 + construction permit if required
Late report fee	\$25 + \$5/day thereafter
Monthly Pretreatment Permit fees [†] :	
Flows less than 25,000 gallons/day	\$104
Flows of 25,000 gpd to less than 100,000 gpd	\$156
Flows of 100,000 gpd to less than 250,000 gpd	\$260

[†] IU fees are in addition to lab analyses, extra strength waste surcharges, collection & treatment fees, penalties and other standard charges.

[‡]SIU – A significant Industrial user is one that discharges 25,000 gallons/day or more, and/or falls under categorical standards.

Extra Strength Waste Surcharges

BOD above 250 mg/l	\$0.275/lb
TSS above 250 mg/l	\$0.275/lb
Fats, Oils & Grease above 100 mg/l	\$0.275/lb

[†]Plus lab analyses fees

Grease trap wastes & similar FOGs are not accepted unless otherwise approved

Septage/Scavenger Wastes (if receiving is available; surcharges may apply)

Septage/Portable Toilet disposal from within Richland County [▫]	\$30/500 gallons, min. \$45
Septage/Portable Toilet disposal from outside Richland County	\$32.50/500 gallons, min. \$50
Personal campers, boats, etc. from within Richland County [▫]	\$5 /visit/unit, max 2 units/month
Other wastes arranged by individual assessment.	

[▫]Proof of residency required



**Proposed FY 2013-14 Water, Sewer &
Industrial Pretreatment Fees
Derivation of Fees**



13.2 Domestic/Commercial Sewer Rates

13.2.A Broad River Domestic Sewer \$44.54 monthly or \$133.62 quarterly

This fee was adopted by County Council in 2008 and was lowered to current rate in 2013.

Lower Richland Domestic Sewer \$37.60 monthly

This fee has been developed by HGBD based on projected revenues & expenses, and has been approved by USDA Rural Development and County Council as part of the Lower Richland Sewer Expansion project.

13.2.B Standard Residential/Commercial Sewer Connection \$4000

This fee was adopted by County Council in 2008 and remained in place with a sliding time period in which the last increase to \$4000 occurred on July 16, 2013.

13.2.B.5 et al Other site visits/re-inspections \$50

This is a nominal fee to cover the cost of return site visits or other purposes when the Developer/contractor has not properly addressed corrections from previous inspections:

Estimate \$30/man-hour x 1.5 man-hr = \$45 plus billing, fuel, etc. Round to \$50.
(includes overhead)

13.2.C.2 & 3 STEP System Construction Inspections \$50

New STEP systems require additional inspections due to additional tanks, piping and pumping equipment that are not required in standard gravity system connections.
Estimate for each inspection:

Estimate \$30/man-hour x 1.5 man-hr = \$45 plus billing, fuel, etc. Round to \$50.

13.2.D.2 Engineering Plan Review for Subdivisions & Commercial Facilities \$125

Subdivision, commercial work and other similar projects can require considerable engineering review prior to approval.

Estimate \$37/man-hr x 3.5+ hrs = \$129.50+. Assume some review, etc. is factored into the standard connection fee so say, \$125.

13.2.D.3 Larger Plan Review (per 50 REUs) \$50

Larger projects such as subdivisions with a large number of houses, etc. require further review so estimate:

$\$37/\text{man-hr} \times 1.5 \text{ hr} = \55.50 Again, assume some of this additional work is factored into standard connection fees so say additional \$50 per 50 REUs.

13.2.E.1 Grease Interceptors/Traps Initial Fee \$50

The fee to establish a new grease interceptor/trap permit is based on setting up a tracking file and conducting an initial inspection:

$\$30/\text{man-hr} \times 1.5 \text{ hr} = \45 plus accounting, etc. so say \$50

13.2.E.2 Grease Interceptors/Traps Annual Renewal Fee \$30

Annual inspection and update file; estimate:

$\$30/\text{man-hr} \times 1 \text{ hr} = \30

13.2.F Miscellaneous Customer Fees

13.2.F.1 Late Payment 10%

Currently there is no late fee established for delinquent accounts and therefore less incentive to pay bills in a timely manner. The proposed fee of 10% of the outstanding balance is consistent with the fee established by USDA Rural Development for delinquent water accounts and is acceptable to the Finance Department.

13.2.F.2 Returned Check/Non-sufficient Funds \$30

This \$30 fee is established by the Finance Department to recoup costs associated with return checks due to non-sufficient funds and similar matters and is in line with accepted banking practices.

13.2.F.3 New Account \$30

Currently there is no fee established to set up a new customer account. This fee would be obtained by the Finance Department to cover the cost to set up an account and conduct credit checks, etc. The \$30 fee is in line with other utility agencies. Customers with no or limited credit history may also be required to provide a deposit.

13.2.F.4 Reconnection of Delinquent Account \$75

Currently there is no fee to disconnect and/or reconnect a delinquent account and therefore less incentive to pay bills on time. The proposed fee is intended to offset the cost to have staff physically disconnect or otherwise shut off a delinquent or terminated account. The estimated cost to shutoff an account using an air plug or pre-installed "elder valve" is:

$\$25/\text{man-hr} \times 2 \text{ hrs} = \50 plus posting when necessary, coordination with Finance, etc. so say \$75.

13.2.F.5 Reconnection of Delinquent Account Requiring Excavation \$375

Currently there is no fee to disconnect and/or reconnect a delinquent account and therefore less incentive to pay bills on time. The proposed fee is intended to offset the cost to have staff and/or contractor physically disconnect by excavation (when other means are not available) a delinquent or terminated account. The estimated cost to shutoff an account by excavation and installing an "elder valve" is:

Materials – about \$70

Labor (contracted rate) & Equipment: Excavator & Operator \$75/hr x 3 hrs = \$225

Plumber \$72/hr x 2 hrs = \$144

Total: \$439

However, in-house labor would be less, and not to be overly burdensome to the property owner the suggested fee would be \$375. Whenever possible, work is done by in-house staff.

When the Owner requests to use his own plumber for the work, a standard inspection fee as noted above of \$50 plus \$25 to cover other processing for a total of \$75 in addition to delinquent fees, etc. is proposed in lieu of the \$375.

13.2.F.6 Pump-out of Solids Interceptor/Pump Tanks \$100 +

Currently there is no established fee for pumping out private pump tanks or solids interceptors; however, the user agreement indicates that it may be charged. This may be done at the request of the owner or while having to repair a malfunctioning system:

Vacuum Truck & Operator (contracted rate) 87.50/hr x 1.5 hr = \$131.25

Most work would be performed by in-house staff with less overhead so suggest a base rate for the first 500 gallons of \$100 plus \$25 for each additional 500 gallons or portion thereof. A typical system with a 500-gallon pump tank and 1000-gallon interceptor tank would be charged \$150. There would be no charge for disposal as the waste would be returned elsewhere in the system. Septic tank haulers for residential individual septic tank systems typically charge \$200 and greater for 1000-gallon tanks.

13.2.G.1 Unintentional Damage to Equipment or Infrastructure At Cost

A reasonable approach to recoup unintentional damages would be to charge the actual cost of labor and materials and/or contract costs to repair/replace the damaged components using the current employees' labor rate and cost of materials.

13.2.G.2 Willful Damage to Equipment or Infrastructure \$200 + Costs

Current County Ordinance 24-10 allows for a maximum penalty of \$200 and/or imprisonment for willful damage or tampering of County property. Therefore this amount plus the actual cost to repair/replace as above should be charged.

13.2.G.3 Penalty for Unpermitted Connections \$200 + Fees

As a deterrent to installing unpermitted connections the Owner should be charged the current tap fee plus the number of months identified of back user fees for a period up to three (3) years plus the maximum penalty allowed under Section 24-10 plus any inspection fees for inspecting the installation which may require excavation for verification at the Owner's cost.

13.2.G.4 Septage/Portable Toilet Disposal

The City of Columbia currently charges \$60.00 for the first 500 gallons and \$12.00 each additional 500 gallons; however their rates were established in 2000. RCU's contractor charges \$195/1000 gallons for disposal. Rates for domestic septage typically are \$6-7 per 100 gallons; therefore a rate of \$6.00/100 gallons in 500-gallon increments is recommended. Commercial haulers would be charged to the nearest 500 gallons if a measuring device is permanently mounted on the vehicle otherwise the charge would be based on the full volume of the tank. Out of County haulers would be charged an additional \$0.50/100 gallons. It is also suggested, to cover the basic labor for a minimal load, a charge of \$45/\$50. The following rates would be in place:

Volume	In County	Out of County
1-500	45.00	50.00
>500≤1000	60.00	65.00
>1000≤1500	90.00	97.50
>1500≤2000	120.00	130.00
>2000≤2500	150.00	162.50
>2500≤3000	180.00	195.00
>3000≤3500	210.00	227.50
>3500≤4000	220.00	260.00
>4000≤5000	250.00	292.50
>5000≤5500	280.00	325.00
>5500≤6000	310.00	357.50
>6000≤6500	340.00	390.00

As a courtesy to Richland County residents a minimal fee of \$5 for personal campers, boats, etc. with no more than one visit per month per unit be allowed and no more than two units per household.

13.2.H Wholesale or Bulk Treatment Rates

The total cost for wastewater service is made up of three components: collection, transport, and treatment. When a satellite sewer system connects to the County's system the County would not be responsible for the initial collection; therefore, a reduction of one-third would be made and the customer would pay for two-thirds of the normal fee. Other arrangements may be made by negotiated contract for wholesale rates or when long-term bulk deliveries are made by contract.

13.4 Industrial Pretreatment Fees

13.4.A Broad River Collection & Treatment \$44.54 monthly or \$133.62 quarterly

The Residential/Commercial fee was adopted by County Council in 2008 and remains in place; however, as industrial wastes have the potential for greater risk, the minimum REU is based on 10,000 gallons discharged rather than 12,000 gallons. Anything over the base rate is charged the standard Domestic rate. Industrial Users will be required to monitor and report actual flow; therefore any amount above the base volume will be charged on a per gallon basis based on the standard rate.

Lower Richland Collection & Treatment \$37.60 monthly

This fee has been developed by HGBD based on projected revenues & expenses, and has been approved by USDA Rural Development and County Council as part of the Lower Richland Sewer Expansion project; however, as industrial wastes have the potential for greater risk, the minimum REU is based on 10,000 gallons discharged rather than 12,000 gallons. Anything over the base rate is charged the standard Domestic rate. Industrial Users will be required to monitor and report actual flow; therefore any amount above the base volume will be charged on a per gallon basis based on the standard rate.

13.4.B.1 Industrial Sewer Connection \$4000

The Residential/Commercial REU or "tap" fee was adopted by County Council in 2008 and remains in place which increased to \$4000 on July 16, 2013. The connection fee for industrial sewer connections is the same as the standard connection fee and is based on the number of assigned REUs. The customer is responsible for all construction costs for connection to the public sewer system.

13.4.B.3 Industrial Sewer Connection Engineering Design Review \$125 +

Industrial work and other similar projects can require considerable engineering review prior to approval.

Estimate $\$37/\text{man-hr} \times 3.5+ \text{ hrs} = \$129.50+/-$. Assume some review, etc. is factored into the standard connection fee so say, \$125.

This is in addition to any fees that may be required by SCDHEC or an outside consultant depending on the complexity of the project.

13.4.B.4 Industrial Facility Engineering Inspections \$100-150

i. Initial - This is a nominal fee to cover the cost of site visits or other purposes to review the progress of piping from the facility to the sewer main and may include other site locations within the facility. It may also include additional staff familiar with the project:

Estimate Engineer at $\$37/\text{man-hour} \times 1.5 \text{ man-hr} = \55.50

Inspector at $\$30/\text{man-hour} \times 1.5 \text{ man-hr} = \45 (includes overhead). Say total of \$100.

ii. Final Facility Inspection – This fees covers the cost to conduct a final walk-through of the facility and review system processes, etc.

Estimate Engineer at \$37/man-hour x 1.5 man-hr = \$55.50

IPT/Lab Director \$31/mh x 1.5 mh = \$46.50

Operations Supervisor \$31/mh x 1.5 mh = \$46.50

= \$148.50 so say \$150

13.4.B.5 Other site visits/re-inspections \$75

This is a nominal fee to cover the cost of return site visits or other purposes when the Owner/contractor has not properly addressed corrections from previous inspections:

Estimate 1-2 staff with average of \$33/m-hr x 1.5m x 1 m-hr = \$74.25 so round to \$75.

13.4.C Industrial Pretreatment Permit Fees

13.4.C.1 Industrial Pretreatment Discharge Permit Initial Standard Permit \$200

IU Initial Permit Fees				
Staff	Avg Rate	With Overhead	Initial IU Permit	Total
IPT Director Operations Supervisor	21.54	31.23	2	\$62.47
Lab Technician	14	20.30		\$0.00
Sup of Ops	28.54	41.38	0.5	\$20.69
Dep Director	31.79	46.10	0.5	\$23.05
Sanitary Engineer	25.64	37.18	0.25	\$9.29
Director	38.46	55.77	0.25	\$13.94
Inspector	20.51	29.74		\$0.00
In-house analysis	50	72.50		\$0.00
Administrative	14.6	21.17	0.25	\$5.29
Finance	14.6	21.17	0.25	\$5.29
Supplies, fuel, etc.		25	0.25	\$6.25
Consultant		80	0.5	\$40.00
Total Cost				\$194.08

13.4.C.2 Industrial Pretreatment Initial SIU Discharge Permit \$300

Due to the increased complexity of a Significant Industrial User permit it is estimated that it would take approximately 1.5 times the standard rate to prepare; therefore, \$300.

13.4.C.3 Industrial Pretreatment Discharge Permit Revisions \$150

As a permit already exists, but is being modified it is assumed there would be a little less review required compared to an initial permit. Estimate 25% less review; therefore \$150 as supported below.

PERMIT Revision						
Staff	Avg Rate	With Overhead	IU Permits	Consult	Billing	Annual Cost
IPT Director	21.54	31.23	1	0.25		\$39.04
Operations Supervisor	21.54	31.23				\$0.00
Lab Technician	14	20.30				\$0.00
Sup of Ops	28.54	41.38	0.25	0.25		\$20.69
Dep Director	31.79	46.10	0.25	0.1		\$16.13
Sanitary Engineer	25.64	37.18	0.25			\$9.29
Director	38.46	55.77	0.25			\$13.94
Inspector	20.51	29.74				\$0.00
In-house analysis	50	72.50				\$0.00
Administrative	14.6	21.17			0.25	\$5.29
Finance	14.6	21.17			0.25	\$5.29
Supplies, fuel, etc.		25	0.1			\$2.50
Consultant		80	0.5			\$40.00
Total Cost						\$152.19

13.4.C.4 Late Reporting \$25 + \$5/day

Estimate IPT Director to review and follow-up: $\$31/\text{mh} \times 0.75 \text{ mh} = \23.25 so say \$25. As incentive to submit the delinquent report an additional \$5/day would seem reasonable.

13.4.D.2 Industrial Pretreatment Administrative Program \$104/\$156/\$260/month

i. Standard base flow

Administration						
Staff	Avg Rate	With Overhead	IU Permits	Consult	Billing	Annual Cost
IPT Director	21.54	31.23	2	1		93.699
Operations Supervisor	21.54	31.23	0.5	0.5	6	218.631
Lab Technician	14	20.30	2			40.6
Sup of Ops	28.54	41.38		1	3	165.532
Dep Director	31.79	46.10	0.5	1		69.14325
Sanitary Engineer	25.64	37.18		0.5		18.589
Director	38.46	55.77	0.25	0.5		41.82525
Inspector	20.51	29.74		0.5		14.86975
In-house analysis	50	72.50	4			290
Administrative	14.6	21.17			3	63.51

Finance	14.6	21.17		6	127.02
Supplies, fuel, etc.		25	1		25
Consultant		80	0.5	0.5	80
Total Annual Cost					\$1248.419

ii. For categorical users or those with higher flows it is estimated the administrative review and monitoring would increase by 1.5 times the base rate; therefore $\$104 \times 1.5 = \$156/\text{month}$.

iii. For categorical users or those with much higher flows it is estimated the administrative review and monitoring would increase by 2.5 times the base rate; therefore $\$104 \times 2.5 = \$260/\text{month}$.

13.4.F. Extra Strength Wastes

13.4.G Septage/Scavenger Waste Fees See 13.2.G.4 Septage/Portable Toilet Wastes

Other scavenger waste fees shall be negotiated on an individual basis dependent on proposed waste streams.

Richland County Council Request of Action

Subject

Richland County Utilities Tap Fee Assistance Program [**PAGES 398-413**]

Notes

May 27, 2014 - The Committee forwarded this item to Council without a recommendation. Staff is to meet with Councilman Washington regarding this item.

Richland County Council Request of Action

Subject: Richland County Utilities Tap Fee Assistance Program

A. Purpose

"County Council is requested to approve the Tap Fee Assistance Program as developed by the Richland County Utilities Department."

B. Background / Discussion

During the November 9, 2010 Council meeting, Councilman Malinowski made the following motion:

Base on the new sewer planned for the Lower Richland County area and the possibility of assistance being provided to Low/Moderate Income households (LMIH) I move that staff create an ordinance that sets forth criteria for qualification to receive assistance and that it will apply equally to all LMIH throughout Richland County.

Richland County currently provides water and sewer service to a large portion of unincorporated Richland County. County Council has recently approved a sewer project that will expand sewer service into the southeastern portion of unincorporated Richland County. As these utility systems are expanded, water and sewer service will become available to a greater number of households which may not be financially able to pay the cost associated with connecting to these facilities. A plan has been developed to offer assistance to those households which may have household income less than the median income in Richland County.

The Tap Fee Assistance Program (*Attachment 1*), as developed, greatly mirrors a similar program previously established by the Community Development Department. This program relates household income to the reduction or waiving of tap fees. Household income data is gathered and published on an annual basis by the Department of Housing and Urban Development (HUD). This data provides the median income levels for various political boundaries to include Richland County.

The assistance program as drafted would establish a two tier system. The first tier would waive tap fees for "very low income" households where the maximum household income within the dwelling unit does not exceed fifty-percent (50%) of the most recent median annual income in Richland County. The second tier would reduce by fifty-percent (50%) the tap fee for "low income" households where the maximum household income within the dwelling unit does not exceed eighty-percent (80%) of the most recent median annual income in Richland County. A copy of the proposed assistance plan containing the 2013 HUD Section 8 Income Limits is attached for review.

This program will be implemented countywide on all systems operated by the Richland County Utilities Department.

C. Legislative / Chronological History

- November 9, 2010, Regular Council Meeting - Councilman Malinowski made the following motion:

Base on the new sewer planned for the Lower Richland County area and the possibility of assistance being provided to Low/Moderate Income households (LMIH) I move that staff create an ordinance that sets forth criteria for qualification to receive assistance and that it will apply equally to all LMIH throughout Richland County.

- November 23, 2010, D&S Committee Meeting – item deferred to December
- December 21, 2010, D&S Committee Meeting – Councilman Malinowski’s motion was forwarded to the A&F Committee Meeting
- April 24, 2012, A&F Committee Meeting Update provided to and accepted as information by the Committee.

D. Financial Impact

The financial plan previously submitted to County Council for the development of the Lower Richland Sewer System did consider the implementation of a sewer tap fee assistance program. In a preliminary survey, approximately 205 households in the Lower Richland Community will qualify for some assistance under the proposed tap fee assistance program. The proposed financial plan has also been submitted to and approved by Rural Development including the reduced tap fee income for Low to Moderate Income Households (LMIH). The plan remains self-supporting with the reduced tap fee revenue.

The financial impact on the Broad River Sewer System should be minimal as most tap fee revenue on this system is derived from new developments and not existing houses connecting to the system after initial construction.

The financial impact on the Lower Richland Water System should also be minimal as most of this system was constructed with grant funds with no new tap fees included in the revenue projections.

E. Alternatives

1. Approve the Tap Fee Assistance Program as presented.
2. Approve the Tap Fee Assistance Program with modifications.
3. Do not approve. This alternative may require the financial plan for the Lower Richland Sewer Project to be re-evaluated.

F. Recommendation

"It is recommended that Council approve the Tap Fee Assistance Program as drafted."

Recommended by: Andy H. Metts

Department: Utilities

Date: 2/5/14

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on inability to financially sustain (cash flow) program and not the merits of the program.

The County currently operates three independent Utility Systems; Broad River Sewer, Lower Richland Water and Lower Richland Sewer.

- Lower Richland Water and LR Sewer currently have an annual operating deficit
- All three systems currently budget to utilize the revenue generated from tap fee sales to fund the system operating costs therefore a program that delays the collection period could create a cash flow problem for the system to cover operating cost.
- Based on the cash need for all three systems, approval will likely require a user fee increase in order to produce the cash necessary for the system operation.

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. If approved, would require an ordinance amendment as the tap fees were passed by ordinance. Please see attorney/client privileged legal opinion provided under separate cover.

Administration

Reviewed by: Sparty Hammett

Date: 5/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The tap fee assistance program was part of the financial plan approved by Rural Development for the Lower Richland Sewer project. If the program is not approved, the County would have to identify additional funding for the project. As indicated, the program should have minimal impact on the Broad River system as most tap revenue is derived from new developments.



Tap Fee Assistance Program

Policies & Procedures Guide

Richland County Utilities reserves the right to grant assistance to households that qualify as low-to-moderate income by reducing or waiving applicable tap fees for those property owners that wish to request water and/or sanitary sewer service from Richland County Utilities.

*RCU Tap Fee Assistance Program Policies & Procedures Guidelines
Rev. 04/13/14*

Page 1 of 12



Purpose of Program

- To ensure that properties in unincorporated areas of Richland County, which are served by Richland County Utilities (RCU) water and sanitary sewer systems, have the ability to request and connect to RCU’s water and sewer system
- To increase the availability of water and sanitary sewer service, provided by RCU, to those households that qualify as Low-to-Moderate Income (LMI) households
- To wave or reduce the applicable water and/or sewer tap fee costs to potential property owners who meet the low to moderate family income limits, as established by the U.S. Department of Housing and Urban Development (HUD) , in the RCU service area, as outlined in the program guidelines

Eligible Participants

- Must be a resident of Richland County and living within the RCU service area
- Must be requesting water and/or sanitary sewer service for a primary residence, which is owner occupied by the applicant. RCU may require additional information to verify and determine home ownership status.
- Must show an acceptable form of income, as requested in section **II. HOUSEHOLD INCOME** of the **TAP FEE ASSISTANCE PROGRAM APPLICATION**, for the entire household. If applicant is not employed, he/she must have income documentation supporting one of the following:
 - 1) Disability Benefits
 - 2) Social Security Benefits
 - 3) Other Retirement Benefits
 - 4) Proof of Job Displacement
 - 5) Proof of Registration with Employment Security Commission
 - 6) Proof of self-employment
 - 7) Child Support
 - 8) Alimony
- Must be qualified as a household of low to moderate income (Richland County will use the Section 8 definition of income – based on 80% of the area median income with adjustments for household size. This information will be updated annually —see 2013 information below):

Number of Members In Family	Maximum Allowable Income		
	80%	60%	30%
1	\$34,350	\$25,800	\$12,900
2	\$39,250	\$29,460	\$14,750
3	\$44,150	\$33,120	\$16,600
4	\$49,050	\$36,780	\$18,400
5	\$53,000	\$39,780	\$19,900
6	\$56,900	\$42,720	\$21,350
7	\$60,850	\$45,660	\$22,850
8	\$64,750	\$48,600	\$24,300



**SOURCE: 2013 HUD Section 8 Income Limits. These income limits are updated on a yearly basis in April.*

- All information submitted will be treated confidentially and will not be disclosed to any outside parties, within the limits of the law.

Waiving/Reduction of Tap Fees

RCU shall reduce and/or waive any applicable tap fees for qualified applicants who meet low to moderate income (LMI) as established by Federal guidelines.

RCU shall waive the applicable tap fees in its entirety for applicants that qualify as “*very low income*” as defined by the following:

The total maximum household income of the residents within the dwelling unit shall not exceed **fifty-percent (50%)** of the most recent median annual income of similar sized families in the Richland County statistical area as published by the Secretary of Housing and Urban Development.

RCU shall reduce the applicable tap fees by 50% for applicants that qualify as “*low income*”, as defined by the following:

The total maximum household income of the residents within the dwelling unit shall not exceed **eighty-percent (80%)** of the most recent median annual income of similar sized families in the Richland County statistical area as published by the Secretary of Housing and Urban Development.

Applicants that qualify “*very low income*” or “*low income*” will also be required submit a restricted covenant or agreement in a form approved by the County Attorney guaranteeing fulfillment of the criteria prior to the reduction or waiving of the applicable tap fees.

Application Fee

RCU requires a non-refundable \$50.00 application fee in the form of a cashier’s check, money order, or cash. The application fee covers program administration and processing costs. RCU will not accept personal checks for this program.

Water and/or Sanitary Sewer Service Line

RCU is not responsible for assisting with the cost of constructing the water and/or sanitary sewer service line that will connect the residence to RCU’s water and/or sewer system. The applicant is responsible for any and all costs associated with constructing service line(s) that will connect the residence to RCU’s water and/or sanitary sewer system.

Recapture Clause

The Applicant receiving assistance from the Tap Fee assistance program must continue to reside at the residence receiving water and/or sewer service for at least one (1) year from the date of first service. If the Applicant does not maintain principal residency in the property for at least one (1) year from the date of receiving service, which includes maintaining the water and/or sewer service and paying the applicable user



fees, RCU will recapture all or a portion of the Tap Fee assistance to the Applicant. If the property is sold within one year of the applicant receiving assistance, RCU will require repayment of funds to be distributed from the net proceeds of the sale of the property. The recaptured amount will be for the full amount of the assistance and will not be pro-rated.

Eligible Property

- The property must be within RCU's water and/or sanitary sewer service area. RCU must be able to provide service to the property.
- Property must be the **primary residence** of the applicant

Conflict of Interest

It has been determined that employees of Richland County Government may be eligible, based on income, to participate in the Tap Fee Assistance Program with the exception of members and employees of:

- County Council
- County Administration Department
- Finance Department
- Utilities Department
- County Attorney's Office.
- And any other employee who exercises functions or responsibilities with respect to the activities assisted with this program.

All participants in the program must meet eligibility and program requirements.

Persons with questions or comments concerning this issue may contact, in writing, RCU at 7525 Broad River Road, Irmo, South Carolina 29063, or by calling (803) 401-0050.

Richland County Government does not discriminate on the basis of age, color, religion, sex, national origin, familial status, sexual orientation, gender identity, or disability in the admission or access to, or treatment of employees in its assistance programs or activities.

Grievance Procedures

The purpose of these procedures is to set forth guidelines for processing appeals from RCU as to the regulation of grievances filed by participants in the Tap Fee Assistance Program. Any applicant may appeal decisions made by RCU if he/she believes these decisions are egregious or impinge on his/her rights. A written grievance must be submitted to; Director, 7525 Broad River Road, Irmo, South Carolina 29063.

The appeals process for property owners is as follows:

1. RCU Staff
2. Richland County Administration



Level 1: RCU Staff

After receiving a written complaint every effort will be made to resolve disputes at the staff level. The appropriate staff person will meet with the aggrieved parties and with others who may be involved to resolve disputes fairly and quickly. The staff will respond to written complaints within (30) thirty days. If the grievance is not resolved to the satisfaction of the program participant at this level, the aggrieved party can submit a written request for a hearing before Richland County Administration within (10) ten days from the receipt date of RCU's response in the form of a certified letter. This request should be sent to the Richland County Administrator, 2020 Hampton Street, Columbia, SC 29204.

Level 2: Richland County Administration

The aggrieved party is entitled to a hearing before the Richland County Administration. The County Administrator will respond to written appeals within (15) fifteen business days following the applicants hearing. This hearing represents the final level of appeal.

Application Process

Citizens interested in participating in RCU's Tap Fee Assistance Program can contact **RCU at (803) 401-0050 or at purinid@rcgov.us**.

- The Tap Fee Assistance application, along with \$50.00 fee must be submitted to RCU at 7525 Broad River Road, Irmo, South Carolina 29063 at the time request for water and/or sanitary sewer service is made. **The Tap Fee Assistance Application fee is non-refundable.** Upon receipt of the application, RCU will review the application for income eligibility and will verify employment.
- **Incomplete applications will not be processed and will be returned with explanation. The applicant will receive, in writing, the status of the application within 30 days of receiving the application. If applicant is turned down for any reason, he/she must wait six (6) months before re-submitting an application.**

Note: Income eligibility is valid for six months from the date of notification, after which household income will need to be re-verified.

- All information submitted will be treated confidentially and will not be disclosed to any outside parties within the limits of the law.
- Applicants will receive written notification either approving or denying the tap fee assistance.
- If turned down for any reason, applicant must wait six (6) months before re-applying. That will be from the day of the letter stating the reason for being turned down.

Responsibilities of the Tap Fee Assistance Program

- Provide information concerning the Tap Fee Assistance Program
- Provide assistance and follow up with applicants



- Verify employment and income(s) to determine eligibility of each applicant
- RCU staff will review applications for completeness and accuracy
- Provide notification to applicant(s) regarding program eligibility

Responsibilities of Applicant

- Complete and submit the Tap Fee Assistance Program Application
- Provide RCU with the necessary income verification documents
- Keep in contact with RCU throughout the application process
- Ensure that all necessary program requirements are met
- Ensure the home is located in the RCU service area
- All information submitted will be treated confidentially and will not be disclosed to any outside parties within the limits of the law
- Construct and/or contract the construction of the service line that will connect the applicant's residence to RCU's water and/or sanitary sewer system.
- Maintain the service line connecting the residence to RCU's water and/or sanitary sewer system



Program Definitions for Further Understanding

Income

The amount of money or its equivalent received during a period of time in exchange for labor or services, from the sale of goods or property, or as profit from financial investments.

Low and Moderate Income (LMI)

Based on 80% of the areas' median income with adjustments for household size.

Primary Residence

The principal place a person lives for the majority of the year or the permanent home he/she plans to return to upon conclusion of a temporary stay elsewhere

RCU

Richland County Utilities Department.

Total Maximum Household Income

The combined income of all residents and dependents residing in the household

Unincorporated Areas

Areas of Richland County that does NOT include the City of Columbia, Eastover, Forest Acres, Irmo, Blythewood, and Arcadia Lakes.

For questions regarding the RCU Tap Fee Assistance Program, please contact:

Dan Purini
Richland County Utilities
7525 Broad river Road
Irmo, South Carolina 29063
(803) 401-0050 (office)
(803) 401-0030 (fax)
purinid@rcgov.us



II. HOUSEHOLD INCOME – PLEASE ATTACH LATEST INCOME TAX FORM

HOUSEHOLD INCOME FROM EMPLOYMENT (GROSS MONTHLY INCOME)

Name of Family Member	#1.	#2.	#3.	#4.
Type	Monthly Amount #1	Monthly Amount #2	Monthly Amount #3	Monthly Amount #4
Base Employment				
Overtime				
Bonuses				
Commissions				
Self Employment				

HOUSEHOLD INCOME FROM OTHER SOURCES

TYPE	MONTHLY AMTOUNT	TYPE	MONTHLY AMOUNT
Pension	\$	TANF	\$
SSI	\$	Child Support	\$
Disability other than SS	\$	Business / Insurance	\$
Foster Care	\$	Alimony	\$
Social Security	\$	Rental Property	\$

III. EMPLOYMENT HISTORY –LIST LAST TWO POSITIONS WITHIN FIVE YEAR PERIOD

BEGIN WITH MOST RECENT JOB

1. Name of Family Member: (Primary)		2. Name of Family Member: (Secondary)	
Name & Address of Employer	Yrs/Mo. on Job	Name & Address of Employer	Yrs/Mo. on Job
Position:	Phone:	Position:	Phone:
Name & Address of Employer		Name & Address of Employer	
3. Other:		4. Other:	
Name & Address of Employer	Yrs/Mo on Job	Name & Address of Employer	Yrs/Mo on Job
Position:	Phone:	Position:	Phone:
Name & Address of Employer	Yrs/Mo on Job	Name & Address of Employer	Yrs/Mo on Job
Position:	Phone:	Position:	Phone:



IV. ASSETS

Checking:

Bank, S&L, or Credit Union	Address	Account #	Amount
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Savings:

Bank, S&L, or Credit Union	Address	Account#	Amount
----------------------------	---------	----------	--------

Life Insurance:

Company Name	Address	Account #	Cash Value
--------------	---------	-----------	------------

Stocks & Bonds:

Company Name	Address	Account #	Cash Value
--------------	---------	-----------	------------

Retirement Fund:

Company Name	Address	Account#	Vested Interest
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I understand that Richland County will disqualify me from participating in the Tap Fee Assistance Program if false information is reported or if information has been omitted from this application.

I authorize Richland County Utilities Department officials to obtain information pertinent to program eligibility concerning statements made in this application in regard to income, employment, assets, deposits, or debts (including credit history). I agree that the application shall remain the property of Richland County Government Homeownership Assistance Program. I further understand that information obtained will be used only for the purpose of determining eligibility and will not be disclosed to any other organization or individual.

Applicants Signature

Date

Return this completed and signed application along with supporting documentation and \$50 application fee to:

Richland County Government
Richland County Utilities Department
 7525 Broad River Road
 Irmo, South Carolina 29063
 Phone (803) 401-0050 Fax (803) 401-0030
 www.rcgov.com

Richland County does not discriminate on the basis of age, color, race, religion, sex, national origin, familial status, sexual orientation, gender identity, or disability in the admission, access to, or treatment or employment in its programs or activities.



CHECKLIST FOR SUBMITTING YOUR APPLICATION

- COMPLETED APPLICATION (Include self under **HOUSEHOLD MEMBER INFORMATION**)
- LATEST COMPLETED TAX RETURN (if self-employed bring the last 3 years)
- 6 MONTHS OF LATEST BANK STATEMENTS
- 2 MONTHS MOST RECENT PAY CHECK STUBS
- SIGNED WAIVER OF PERSONAL INFORMATION*
- DRIVERS LICENSE OR FEDERAL/STATE ISSUED ID
- **\$50 APPLICATION FEE (*IN THE FORM OF MONEY ORDER OR A CASHIER'S CHECK*)**
- PROOF OF ADDITIONAL INCOME TO INCLUDE: CHILD SUPPORT, SSI, ALIMONY, ETC.
- ANY DOCUMENTATION OF LEGAL SEPARATION

** IF YOU SUBMIT YOUR APPLICATION WITH A PERSONAL CHECK, RICHLAND COUNTY WILL NOT ACCEPT IT AND IT WILL BE GIVEN BACK TO YOU WITH A REQUEST FOR A MONEY ORDER OR CASHIER'S CHECK.

PLEASE NOTE THAT RICHLAND COUNTY UTILITIES DEPARTMENT OFFICE WILL NOT ACCEPT AN APPLICATION WITHOUT ALL THE ABOVE LISTED ITEMS.

CALCULATING ANNUAL INCOME

1. Name <small>Click here to enter text.</small>		2. Identification XXX-XX- <small>Click here to enter text.</small>	
ASSETS			
Family Member	Asset Description	Current Cash Value Of Assets	Actual Income From Assets
<small>Click here to enter text.</small>	<small>Click here to enter text.</small>	<small>\$Enter amount</small>	<small>\$Enter amount</small>



Click here to enter text.	Click here to enter text.	\$Enter amount	\$Enter amount		
Click here to enter text.	Click here to enter text.	\$Enter amount	\$Enter amount		
Click here to enter text.	Click here to enter text.	\$Enter amount	\$Enter amount		
Click here to enter text.	Click here to enter text.	\$Enter amount	\$Enter amount		
3. Net Cash Value of Assets.....		3. \$ Enter total amount			
4. Total Actual Income from Assets.....			4. \$ Enter total amount		
5. If line 3 is greater than \$5,000, multiply line by 2.5% (Passbook Rate) and enter results here; otherwise, leave blank			5. \$ Enter amount.		
ANTICIPATED ANNUAL INCOME					
Family Members	Wages/ Salaries	Benefits/ Pensions	Public Assistance	Other Income	Asset Income
Click here to enter text.	\$Enter amount	\$Enter amount	\$Enter amount	\$Enter amount	Enter the greater of lines 4 or 5 from above in e.
Click here to enter text.	\$Enter amount	\$Enter amount	\$Enter amount	\$Enter amount	
Click here to enter text.	\$Enter amount	\$Enter amount	\$Enter amount	\$Enter amount	
Click here to enter text.	\$Enter amount	\$Enter amount	\$Enter amount	\$Enter amount	
Click here to enter text.	\$Enter amount	\$Enter amount	\$Enter amount	\$Enter amount	
6. Totals	a. \$ Enter total amount	b. \$ Enter total amount	c. \$ Enter total amount	d. \$ Enter total amount	e. \$ Enter amount
Enter total of items from 6a. through 6e. This is Annual Income					7. \$ Enter total amount

Richland County Council Request of Action

Subject

Water & Sewer Tap Fee Payment Plan [**PAGES 414-418**]

Notes

May 27, 2014 - The Committee forwarded this item to Council without a recommendation. Staff is to meet with Councilman Washington regarding this item.

Richland County Council Request of Action

Subject: Water & Sewer Tap Fee Payment Plan

A. Purpose

"County Council is requested to approve the Water and Sewer Tap Fee Payment Plan as presented by the Utilities Department."

B. Background / Discussion

Through recently completed and current projects, water and sewer services have been or will be expanded to a greater portion of unincorporated Richland County. As these systems are expanded, service becomes available to existing homes previously without public water and sewer access. If these homeowners desire to connect to these systems, their ability may be limited by the upfront cost of paying tap fees and constructing service lines on their property as required for connection. To afford more homeowners the opportunity to connect, a tap fee payment plan over time is being recommended.

The Utilities Department Staff researched this issue by requesting information from similar utility providers. Upon review of the information obtained, the proposed policy was drafted and is very similar to those in place with the other public utilities (*Attachment 1*).

C. Legislative / Chronological History

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

D. Financial Impact

Implementation of a payment plan may allow a potential customer to connect to the public water and/or sewer service where they may not be able to afford the connection cost otherwise. This would be a financial benefit to the County as another monthly rate paying customer would be connected to the system.

E. Alternatives

1. Approve the water and sewer tap fee payment plan as presented.
2. Approve the water and sewer tap fee payment plan with modifications.
3. Do not approve.

F. Recommendation

"It is recommended that Council approve the Water and Sewer Tap Fee Payment Plan as submitted."

Recommended by: Andy H. Metts

Department: Utilities

Date: 2/5/14

G. Reviews

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

Finance

Reviewed by: Daniel Driggers

Date: 5/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on inability to financially sustain (cash flow) program and not the merits of the program.

The County currently operates three independent Utility Systems; Broad River Sewer, Lower Richland Water and Lower Richland Sewer.

- Lower Richland Water and LR Sewer currently have an annual operating deficit
- All three systems currently budget to utilize the revenue generated from tap fee sales to fund the system operating costs therefore a program that delays the collection period could create a cash flow problem for the system to cover operating cost.
- Based on the cash need for all three systems, approval will likely require a user fee increase in order to produce the cash necessary for the system operation.

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/14

Recommend Council approval

Recommend Council denial

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

- Sale language – policy states that if the property is sold (during repayment period) that the unpaid portion 1) becomes immediately due, 2) unless paid at closing), or 3) the new owner qualifies and assumes the payment plan.
 - i. The new potential owner would not have notice of the payment plan; the closing (closing attorney) would not include the unpaid portion in the closing. To the naked eye, it would appear to the buyer that water and sewer service were included.
 - ii. What is the plan for a non-voluntary sale/transfer? Foreclosure, death (deed of distribution), etc.
 - iii. It may be possible to have the payer, when signing the initial fee agreement, to consent to a lien on the property in the amount of the total due, which would only be released upon full payment.
- Collection of unpaid debts is not an easy process and the Legal Department has rarely been involved in such practice in the past. An assessment of potential time/manpower would need to be done to determine cost effectiveness. Having said that, the ways to collect unpaid debt are:
 - i. Contractual (file an action in a court of competent jurisdiction)
 - ii. Sebt-Off Debt Act (state law for collection of unpaid debts-used by County for EMS bills)
 - iii. Lien (if a lien is filed, can collect when property is sold)

Administration

Reviewed by: Sparty Hammett

Date: 5/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The cost of the tap fee is sometimes an impediment for adding new customers in existing homes to the County's water and sewer systems. Property owners who need to participate in the Tap Fee Financing Program would likely not become customers if the program was not implemented. In contrast to the Finance Director's comments, this program should increase system revenue and provide a means for the County to deliver needed services to citizens who cannot afford the upfront cost of the tap fees.

I also recommend that the Utilities Department work with the Legal Department to address their concerns regarding sale/transfer. Utilities has recommended that an agreement be drafted that would inform the property owner that the financing plan would place a lien on their property until the financed obligation was satisfied. This document would be a recordable document as any other mortgage or lien would be recorded. By recording this document up front, any potential buyer would be notified of the pending unpaid portion.



Richland County Utilities
Water & Sewer Tap Fee Payment Plan

Water Tap Fee Payment Plan.

At the time of application for a water service connection, applicant may elect to pay the water tap and meter installation fee in full or pay the fee, or any portion thereof, in twenty-four (24) equal monthly installments with a fixed annual interest rate thereon. The fixed annual interest shall be the interest rate charged for all monthly installments set forth in the water installation fee agreement entered into during that fiscal year. The interest rate shall be calculated for each fiscal year as equal to the prime rate as listed in the first edition of the Wall Street Journal published in the month of May which precedes the upcoming fiscal year plus two and one-half percentage points. The monthly payments for the water tap and meter installation fee shall be added to and collected with the monthly water bill for the property to be served commencing with the first water bill, and shall be collected in the same manner as any other water charges by the County of Richland. In the event of the sale of the property being served by the water connection, the unpaid portion of the fees subject to the extended payment in accordance with this section shall be immediately due and payable unless purchaser(s) assume the extended payment obligation at closing. Unless purchaser(s) apply for transfer of service and/or assume or pay in full the unpaid extended payment, no further water service shall be provided to such property. The extended payment plan shall only apply to owner occupied single family residential dwellings to be used as the primary residence.

Sewer Tap Fee Payment Plan.

At the time of application for sewer service connection, applicant may elect to pay the sewer tap fee in full or pay the fee, or any portion thereof, in forty-eight (48) equal monthly installments with a fixed annual interest rate thereon. The fixed annual interest shall be the interest rate charged for all monthly installments set forth in the sewer fee agreement entered into during that fiscal year. The interest rate shall be calculated for each fiscal year as equal to the prime rate as listed in the first edition of the Wall Street Journal published in the month of May which precedes the upcoming fiscal year plus two and one-half percentage points. The monthly payments for the sewer tap fee shall be added to and collected with the quarterly sewer bill for the property to be served commencing with the first sewer bill, and shall be collected in the same manner as any other sewer charges by the County of Richland. In the event of the sale of the property being served by sewer connection, the unpaid portion of the fees subject to the extended payment in accordance with this section shall be immediately due and payable unless purchaser(s) assume the extended payment obligation at closing. Unless purchaser(s) apply for transfer of service and/or assume or pay in full the unpaid extended payment, no further sewer service shall be provided to such property. The extended payment plan shall only apply to owner occupied single family residential dwellings to be used as the primary residence.

Richland County Council Request of Action

Subject

Donations of Council via Discretionary Accounts [**PAGES 419-423**]

Notes

May 27, 2014 - With the exception of Mr. Manning's expenditure, the Committee recommended that Council adhere to the State mandate by approving the aforementioned expenditures, as well as related expenditures going forward. Mr. Manning's item was removed from the list as it was a membership expense – not a donation. It is also recommended that Council adopt the proposed policy related to this item, which states: Any donations to a viable organization made by a Council member out of his/her Council Discretionary Account must be approved by the full body at a Council Meeting. If the item is approved, the Clerk of Council's Office will notify the organization of the approval, and will request the detailed description of the purpose(s) for which the money was used, which is to be submitted at the end of the fiscal year. The Clerk's Office will maintain this information in their files. Council's current expense account policy guidelines should also be amended to include this information.

Richland County Council Request of Action

Subject: Donations of Council via Discretionary Accounts

A. Purpose

In order to be in compliance with State law, Council is asked to approve FY 14 donations made by individual Council Members, and adopt a policy regarding donations to outside organizations made through Council discretionary accounts.

B. Background / Discussion

The State of South Carolina adopted the following budget proviso for FY14 and is expected to approve it again in FY15:

110.6. (AS-TREAS: Transparency-Political Subdivision Appropriation of Funds) (A) A political subdivision receiving aid from the Local Government Fund may not: (1) appropriate money to any entity unless that appropriation appears as a separate and distinct line item in the political subdivision's budget or in an amendment to the political subdivision's budget; or (2) except in cases of emergency or unforeseen circumstances, donate funds to a non-profit organization unless the amounts donated are appropriated on a separate and distinct line item in the political subdivision's budget or an amendment to the political subdivision's budget that includes the names of the entities to which the donations are being made. In the case of an emergency or unforeseen circumstances, a political subdivision may donate funds to a non-profit organization if the amount and purpose of the proposed donation and the nature of the emergency or unforeseen circumstances necessitating the donation are announced in open session at a public meeting held by the governing body of the political subdivision and the funds are not delivered to the organization for five days following the announced intent to make the donation. (B) A political subdivision receiving aid from the Local Government Fund may not appropriate money to any entity without the requirement that the entity provides at the end of the fiscal year a detailed description of the purposes for which the money was used.

Finance has reviewed FY14 expenditures through April 18, 2014. The following are donations that need to be approved by the entire Council body:

Council Member	Post Date	Description	Amount
Jeter	4/2/2014	DELTA SIGMA THE Donation	250.00
Livingston	4/2/2014	DELTA SIGMA THE Donation	250.00
Rush	4/2/2014	DELTA SIGMA THE Donation	250.00
Dixon	10/28/2013	ONE HOUSE FOUND Donation	150.00
Dixon	3/11/2014	WIDOWS OF OPPOR Donation	100.00
Washington	7/30/2013	HOPKINS HIGH SC Donation for F	100.00
Washington	12/11/2013	WESTWOOD HIGH S Donation for 1	100.00
Washington	4/2/2014	DELTA SIGMA THE Donation	250.00
Jackson	10/22/2013	COLUMBIA WRITER Donation SC Ch	100.00
Jackson	10/22/2013	JACKSON, NORMAN Donation - La	100.00
Jackson	2/5/2014	WIDOWS OF OPPOR Donation	200.00
Jackson	4/2/2014	DELTA SIGMA THE Donation	250.00

The State of South Carolina has mandated donations be approved by the governing body and appear in the budget; however, these donations were made through individual council discretionary accounts. Therefore, they must be formally approved by the Council body. Further, per 110.6(B), these organizations must provide at the end of the fiscal year a detailed description of the purpose(s) for which the money was used. This information should be requested by the Clerk of Council's Office, and maintained in their files.

With regards to a policy, it is recommended that Council approve the following: Any donations to a viable organization made by a Council member out of his/her Council Discretionary Account must be approved by the full body at a Council Meeting. If the item is approved, the Clerk of Council's Office will notify the organization of the approval, and will request the detailed description of the purpose(s) for which the money was used, which is to be submitted at the end of the fiscal year. The Clerk's Office will maintain this information in their files.

Council's current expense account policy guidelines, which were approved by Council, are attached. These requirements should be added to this document.

It is at this time that staff is requesting that Council approve the aforementioned FY 14 donations, and the proposed policy regarding these types of donations.

C. Legislative / Chronological History

The State of South Carolina adopted the budget proviso for FY14.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the aforementioned FY 14 donations, and the proposed policy regarding these types of donations.
2. Do not approve these items, and fail to be in compliance with State law. The implications of this are not known at this time.

F. Recommendation

It is recommended that Council approve the aforementioned FY 14 donations, and the proposed policy regarding these types of donations.

Recommended by: Daniel Driggers, Finance Date: 4/25/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 5/15/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/21/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Such expenditures would require consent of the full Council and thus don't fall naturally under the discretionary fund policy. I would recommend that they be under a separate line item and be voted on in the same manner as discretionary grants, etc.

Administration

Reviewed by: Tony McDonald

Date: May 23, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council adhere to the State mandate by approving the aforementioned expenditures, as well as related expenditures going forward. It is also recommended that Council adopt the proposed policy related to this item.

Richland County Council's Individual Expense Accounts
Policy Guidelines

Policy: The Individual Expense Accounts are to be used as a general government reimbursement expense fund and not for the exercise of legislative functions.

Description of Allowed Expenses:
(this list is not all-inclusive and should be used merely as a guideline)

- Cost of general business supplies not provided by the County
- Cost of general periodicals, professional journals, and reference books related to the operation of County government
- Cost of per diem and mileage involved in the conduct of County business
- Costs associated with community functions, conferences and training seminars, such as food, gas, mileage automobile rental, accommodations, tuition and materials

Categories of Non-Allowed Expenses:

- Any **legislative** function, including those already being acted on by the full Council and those not before the Council but involving traditionally legislative functions such as infrastructure, public recreation, etc.
- Using public funds for a private purpose or in furtherance of any particular religion
- Any disbursement of funds which would ordinarily be disbursed through another County process, such as the budget process, hospitality tax fund disbursements, etc.

Richland County Council Request of Action

Subject

An Ordinance Authorizing, pursuant to Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a consent, subordination, security and mortgage agreement between Richland County, South Carolina and one or more financing entities in connection with Project W; and matters related thereto **[FIRST READING BY TITLE ONLY] [PAGE 425]**

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

AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A CONSENT, SUBORDINATION, SECURITY AND MORTGAGE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND ONE OR MORE FINANCING ENTITIES IN CONNECTION WITH PROJECT W; AND MATTERS RELATED THERETO.

~#4837-7439-9771 v.1~

Richland County Council Request of Action

Subject

Health Insurance Update [**ACTION**]

Richland County Council Request of Action

Subject

Airport Subleasing Contract **[ACTION]** **[PAGES 427-428]**



◆ 1400 Jim Hamilton Blvd ◆ Columbia, South Carolina 29205 ◆ 803.767.1789 ◆

Date: May 16, 2014

From: Christopher S. Eversmann, PE, AAE, Airport Director

To: Sparty Hammett, Assistant County Administrator

Subj: Sublease Authorization

Sparty,

At their meeting on Monday, May 12, 2014, the Richland County Airport Commission voted to recommend to Richland County Council to authorize our Fixed Base Operator (FBO), Eagle Aviation, to sublease the aircraft maintenance hangar at the airport to Aircraft Maintenance Services, currently of Camden, South Carolina for the purpose of conducting an aircraft maintenance Special Aviation Services Operation (SASO). The following items are provided regarding our existing agreements:

- ➔ Article VII (“Assignment”) of our “Agency Agreement” permits sublease with the “prior written consent of the Owner, which consent shall not be withheld unreasonably.”
- ➔ Article X (“Assignment”) of our “Lease Agreement” permits sublease with the “prior written consent of the Owner, which consent shall not be withheld unreasonably.”
- ➔ There appears to be no prohibition contained in either of these documents or our “FBO Agreement” to our authorizing such a sublease. Since this is a sublease originating from an existing agreement, FAA notice or concurrence is not required.

The aircraft maintenance hangar has only seen a small level of activity over the past year. Granting this authorization will establish at the airport an active aircraft maintenance activity which will bring additional airport traffic, fuel sales, and permanent airport-based jobs. Per our existing agreement with Eagle Aviation, Richland County will realize 2% of the revenue from the sub-lease payments.

Thank you for your assistance.

Very Respectfully,

Christopher S. Eversmann, PE, AAE
Airport Director

c: Mr Don Purcell, Airport Commission Chairman

Richland County Council Request of Action

Subject

A Resolution to appoint and commission Tammy Marie Ashley as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 430]**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION TAMMY MARIE ASHLEY
AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Tammy Marie Ashley is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County’s animal care regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Tammy Marie Ashley shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Tammy Marie Ashley is no longer employed by Richland County to enforce the County’s animal care regulations.

ADOPTED THIS THE DAY OF , 2014.

Norman Jackson, Chair
Richland County Council

Attest: _____
Monique McDaniels
Clerk of Council

Richland County Council Request of Action

Subject

REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

- a. Package "B" Bid Results [**PAGES 432-434**]



Civil Engineering Consulting Services, Inc.

*Transportation and Forensic Engineering
Environmental Planning • Consulting Management*

May 22, 2014

Rob Perry, PE
Director of Transportation
Richland County
2020 Hampton Street
Columbia, SC 29204

Bid Review and award summary for Low Volume Paving Richland County RC-PW-600-2014

Mr. Perry,

Civil Engineering Consulting Services (CECS) is pleased to provide you with the bid tabulation review information requested as a result of the bid opening conducted on May 19, 2014 at the Richland County Administration Building. CECS has been asked to review the bids and to provide Richland County with a summary and options for proceeding forward.

There were two bids received for the project. One Vendor (CR Jackson) returned a "No Bid" form. Based upon our review of the submittals, prices and other required forms, it is our recommendation to award the project to Eagle Construction Company, Inc. The Bid Certification sheet is attached to this letter for your reference. Eagle submitted a bid that is within 4.4% of the engineer's estimate, and appears to have included all the necessary components for an award. In addition, the pricing submitted by Eagle for surface alternate #2 is \$4,777.92 **less than** the triple treatment option. It would be very advantageous for Richland to award the Asphalt surface option for this contract. It is our recommendation that the county strongly consider this alternative for the award to Eagle.

The result of the bids submitted is as follows:

		% above estimate
Engineer's Estimate	\$1,282,679.25	--
Eagle Construction Company, Inc.	\$1,340,306.47	4.4%
Boggs Paving, Inc.	\$2,007,592.90	56.5%

In addition to the construction contract amount, standard industry practices involve a contingency for construction and other costs that may arise that are the responsibility of the County. (Utility relocations, for example.)

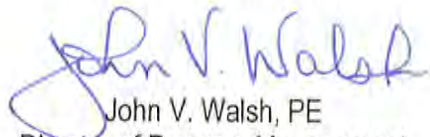
We have calculated those at approximately 10% of the construction award amount – or \$ 135,000

In summary, it appears that a request for authorization from Council in the amount of \$1,470,528.55 (which includes the \$4,877.92 deduction for the asphalt surface course) would be appropriate for consideration at the next possible Council Meeting.

CECS will be available as needed to assist the County with additional information or in implementing any decision rendered concerning the above.

We are as always pleased to serve as a resource to Richland County in its endeavors to deliver services to its citizens. Please advise if you need any additional information in this regard.

Respectfully Submitted:


John V. Walsh, PE
Director of Program Management
Civil Engineering Consulting Services

CC: Ismail Ozbek, Interim Director of Public Works
Stacy Culbreath, Assistant County Engineer
Chris Gossett, Assistant Director of Transportation

Engineers Estimate worksheet
RC-PW-600-2014
13-May-14

Note: Quantities are the Engineer's estimate only. All volumes are considered to be "in place" volumes

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	15	LS	\$ 4,000.00	\$ 60,000.00
2	Construction Stakes, Lines, & Grades	15	LS	\$ 2,500.00	\$ 37,500.00
3	Traffic Control	15	LS	\$ 4,000.00	\$ 60,000.00
4	Clearing and Grubbing within Roadway	15	LS	\$ 10,000.00	\$ 150,000.00
5	Site Excavation	15	LS	\$ 6,000.00	\$ 90,000.00
6	Fine Grading	15	LS	\$ 8,000.00	\$ 120,000.00
7a	24" White Solid Limes- Fast Dry Paint	363	LF	\$ 5.25	\$ 1,905.75
7b	24" White Solid Limes - Thermo. -125 MLL	363	LF	\$ 30.00	\$ 10,890.00
7c	15" RC Pipe Cul. - Class III	460	LF	\$ 35.00	\$ 16,100.00
7d	18" RC Pipe Cul. - Class III	984	LF	\$ 45.00	\$ 44,280.00
7e	24" RC Pipe Cul. -- Class III	44	LF	\$ 75.00	\$ 3,300.00
7f	36" RD Pipe Cul. -- Class III	48	LF	\$ 85.00	\$ 4,080.00
7g	Catch Basin Type 9	6	EA	\$ 3,500.00	\$ 21,000.00
7h	Junction Box	2	EA	\$ 3,000.00	\$ 6,000.00
7i	Rip Rap (Class B)	72	TON	\$ 150.00	\$ 10,800.00
7j	Geotextile for Erosion Control Under Riprap (Class 2)	94	SY	\$ 15.00	\$ 1,410.00
7k	Erosion Control	15	LS	\$ 10,000.00	\$ 150,000.00
7l	Permanent Vegetation	5.48	AC	\$ 3,500.00	\$ 19,180.00
7m	Contingent Maintenance Stone	255	TON	\$ 50.00	\$ 12,750.00
7n	Contingent Unsuitable Material Excavation	490	CY	\$ 25.00	\$ 12,250.00
7o	2" Milling	428	SY	\$ 6.00	\$ 2,568.00
7p	12" Concrete Key	2	SY	\$ 1,200.00	\$ 2,400.00
7q	Speed Humps	12	EA	\$ 1,800.00	\$ 21,600.00
7r	Asphalt Concrete Surface Course - Type B (2" Unif.)	428	SY	\$ 10.00	\$ 4,280.00
Base					
14	Cement Stabilized Earth Base Course (8" Depth)-Mainline	31277	SY	\$ 7.50	\$ 234,577.50
Surface Alternates (Choose One)					
16	Asphalt Concrete Surface Course- Type D (1.5" Unif.)- Mainline and	26544	SY	\$ 9.50	\$ 252,168.00
17	Asphalt Surface Treatment (Triple Treatment) Type II- Mainline and	26544	SY	\$ 7.00	\$ 185,808.00
CSEBC					

BID TOTAL SURFACE ALT. 1 \$ \$ 1,349,039.25
BID TOTAL SURFACE ALT. 2 \$ \$ 1,282,679.25

Richland County Council Request of Action

Subject

a. Businesses should be established a minimum of one year in Richland county to participate in the SLBE program **[JACKSON]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda