

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



**Tuesday, MAY 07, 2019**

**6:00 PM**

**COUNCIL CHAMBERS**

# RICHLAND COUNTY COUNCIL 2019



Bill Malinowski  
District 1  
2018-2022



Joyce Dickerson  
District 2  
2016-2020



Yvonne McBride  
District 3  
2016-2020



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker, III  
District 6  
2018-2022



Gwendolyn Kennedy  
District 7  
2016-2020



Jim Manning  
District 8  
2016-2020



Calvin "Chip" Jackson  
District 9  
2016-2020



Dalhi Myers  
District 10  
2016-2020



Chakisse Newton  
District 11  
2018-2022





Richland County Council

Regular Session  
May 07, 2019 - 6:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Paul Livingston,  
Chair Richland County Council

a. ROLL CALL

2. **INVOCATION**

The Honorable Allison Terracio

3. **PLEDGE OF ALLEGIANCE**

The Honorable Allison Terracio

4. **PRESENTATION OF PROCLAMATIONS**

a. A Proclamation Honoring "National Public Works Week": May 19-25, 2019

The Honorable Paul Livingston

b. A Proclamation Recognizing the Week of May 13 - 17, 2019 as Employee Safety Week

The Honorable Paul Livingston

5. **APPROVAL OF MINUTES**

The Honorable Paul Livingston

a. Regular Session: April 16, 2019 [PAGES 10-30]

b. Zoning Public Hearing: April 23, 2019 [PAGES 31-33]

6. **ADOPTION OF AGENDA**

The Honorable Paul Livingston

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

Larry Smith,  
County Attorney

a. CDBG Flood Recovery Program

b. Cedar Cove/Stoney Point

- 8. CITIZEN'S INPUT** The Honorable Paul Livingston
- a. For Items on the Agenda Not Requiring a Public Hearing
- 9. CITIZEN'S INPUT** The Honorable Paul Livingston
- a. Must Pertain to Richland County Matters Not on the Agenda  
(Items for which a public hearing is required or a public hearing has been scheduled cannot be addressed at time.)
- 10. REPORT OF THE ACTING COUNTY ADMINISTRATOR** Dr. John Thompson, Acting  
County Administrator
- a. Introduction of Financial Advisor: First Tryon Advisors
- b. City of Columbia: Intergovernmental Agreement for Bulk Water Sale
- 11. REPORT OF THE CLERK OF COUNCIL** Kimberly Williams-Roberts,  
Clerk to Council
- a. Upcoming Budget Meetings:
1. May 9 - Budget Work Session, 4:00 - 6:00 PM, Council Chambers
2. May 16 - FY20 Budget Public Hearing, 6:00 PM, Council Chambers
3. May 23 - 2nd Reading of Biennium Budget (FY20 and FY21)
- 12. REPORT OF THE CHAIR** The Honorable Paul Livingston
- a. County Administrator Search
- 13. OPEN / CLOSE PUBLIC HEARINGS** The Honorable Paul Livingston
- a. An Ordinance Amending Richland County Code of Ordinances Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments"
- 14. APPROVAL OF CONSENT ITEMS** The Honorable Paul Livingston
- a. 19-012MA  
Roger Winn  
HI to GC (5.88 Acres)  
8911 Farrow Road

TMS # R17200-03-06 [SECOND READING] [PAGES 34-35]

- b. Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses [N. JACKSON] [PAGES 36-39]
- c. Explore developing municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County [N. JACKSON] [PAGES 40-44]
- d. Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas [N. JACKSON] [PAGES 45-65]
- e. United Way Lease Agreement Renewal - 2000 Hampton St. [PAGES 66-80]
- f. Corley Construction, LLC Payment Authorization [PAGES 81-82]
- g. Mountainbrook Ditch Stabilization Project [PAGES 83-89]
- h. Award for Mobile Home Park Demolition – Percival Road [PAGES 90-165]
- i. Total Rewards Implementation [PAGES 166-261]
- j. Airport Overnight EAA Camping Event Request [PAGES 262-268]
- k. City of Columbia: Permission to Survey - SS7462 Verch Locke Sewer Lift Station Area [PAGES 269-278]

**15. THIRD READING ITEMS**

The Honorable Paul Livingston

- a. An Ordinance Amending Richland County Code of Ordinances Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments" [PAGES 279-286]

**16. SECOND READING ITEMS**

The Honorable Paul Livingston

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project;

authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc. Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [PAGES 287-344]

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and [Project ES] to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters [PAGES 345-379]

**17. FIRST READING ITEMS**

The Honorable Paul Livingston

- a. An Ordinance to raise revenue, make appropriations, and adopt Biennium Budget II (FY 2020 and FY 2021) for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2019 will provide sufficient revenues for the operations of Richland County Government during the period of the first fiscal year of Biennium Budget II from July 1, 2019 through June 30, 2020 (Fiscal Year 2020) (BY TITLE ONLY) [PAGE 380]
- b. An Ordinance to raise revenue, make appropriations, and adopt Biennium Budget II (FY 2020 and FY 2021) for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year's carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2020 will provide sufficient revenues for the operations of Richland County Government during the period of the second fiscal year of Biennium Budget II from July 1, 2020 through June 30, 2021 (Fiscal Year 2021) (BY TITLE ONLY) [PAGE 381]

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

The Honorable Chakisse Newton

- a. NOTIFICATION OF APPOINTMENTS
  - 1. Building Codes Board of Appeals – Six (6) Vacancies (One applicant must be from the Architecture Industry, One from the Electrical Industry, One from the Gas Industry, One from the Building Industry and Two from the Fire Industry as alternates)

a. Willie Farmer {Electrical} [PAGES 382-383]

2. Midlands Workforce Development Board – One (1) Vacancy (Private Sector Business seat; must represent private sector business with policy-making or hiring authority)

a. Amy Scully [PAGES 384-385]

b. Scott King [PAGES 386-387]

**b. ITEMS FOR ACTION**

1. I move that Council consider holding one meeting per quarter in unincorporated Richland County to keep all county needs before its policy makers [MYERS] [PAGE 388]

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

The Honorable Calvin Jackson

a. Three Rivers Greenway CSX Railroad [PAGES 389-390]

b. Approval of the Broad River Corridor Neighborhood Executive Summary and Recommendations [PAGES 391-410]

c. Approval of Budget Transfers Between Penny Projects [PAGES 411-412]

d. Approval of Letter to Award a Bid for Dirt Road Package J [PAGES 413-431]

e. Approval of On-Call Engineering Services Agreement [PAGE 432]

**20. REPORT OF THE DIRT ROAD AD HOC COMMITTEE**

The Honorable Dalhi Myers

a. County Maintained Roads and Public Works Plan

b. Richland County Road Maintenance Fee

c. Review of Code Sections dealing with driveways and public vs. private roadways

**21. OTHER ITEMS**

The Honorable Paul Livingston

a. A Resolution to appoint and commission Meghan Ashley Fletcher as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County {Animal Services Dept.}

**22. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**23. MOTION PERIOD**

- a. Resolution Honoring Jim Gandy upon his retirement  
from WLTX News/Weather

The Honorable Paul Livingston

**24. ADJOURNMENT**





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



Richland County Council  
Regular Session  
April 16, 2019 – 6:00 PM  
Council Chambers

COUNCIL MEMBERS PRESENT: Paul Livingston, Chair; Dalhi Myers, Vice-Chair; Joyce Dickerson, Calvin “Chip” Jackson, Gwen Kennedy, Bill Malinowski, Jim Manning, Yvonne McBride and Chakisse Newton

OTHERS PRESENT: Michelle Onley, Beverly Harris, John Thompson, Stacey Hamm, Eden Logan, Larry Smith, Jennifer Wladischkin, Mohammed Al-Tofan, Brad Farrar, Jeff Ruble, Trenia Bowers, Cathy Rawls, Ted Powell, Ashiya Myers, Sandra Yudice, Shahid Khan, Allison Stone, Quinton Epps, Nathaniel Miller, Clayton Voignier, Tim Nielsen, Michael Niermeier, Donny Phipps, Kimberly Toney, Chris Eversmann and James Hayes

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Calvin Jackson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Calvin Jackson
4. **APPROVAL OF MINUTES**
  - a. **Special Called Meeting: April 2, 2019** – Ms. Dickerson moved, seconded by Ms. Myers, to approve the minutes as distributed.  
  
In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson, Livingston and McBride  
  
Present but Not Voting: Manning  
  
The vote in favor was unanimous.
  - b. **Regular Session: April 16, 2019** – Mr. Jackson moved, seconded by Mr. Malinowski, to reconsider the portion of the minutes related to Item “D” located on p. 35 of the agenda packet.  
  
In Favor: Malinowski, Jackson, Newton, Myers, Dickerson, Livingston and McBride  
  
Present but Not Voting: Kennedy and Manning  
  
The vote in favor of reconsideration was unanimous.

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Mr. Smith stated this item is under the Report of the County Attorney for Executive Session; therefore, he requested the item be deferred until after Executive Session.

Mr. Malinowski moved, seconded by Ms. Dickerson, to approve the minutes as amended.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

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

Ms. McBride noted the District 3 Hospitality Allocation briefing document had been amended. A copy of the amended allocation was distributed to her colleagues at tonight’s meeting.

Mr. Livingston noted the correct title for Item 6(b) is “A Proclamation Recognizing May 2019 as Building Safety Month”.

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

In Favor: Newton, Myers, Kennedy, Dickerson, Livingston and McBride

Present but Not Voting: Malinowski, Jackson and Manning

The vote in favor was unanimous.

6. **PRESENTATION OF RESOLUTION/PROCLAMATIONS**

- a. Resolution Honoring a Richland County Sheriff’s Department Officer’s Service – Mr. Livingston presented a resolution to Sgt. Jasper Joseph in honor of his retirement from the Sherriff’s Department.
- b. A Proclamation Recognizing May 2019 as Building Safety Month – Ms. Myers presented a proclamation to Donny Phipps recognizing May as Building Safety Month.

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

- a. SCE&G Utilities Agreement
- b. Richland County vs. Program Development Team
- c. CHA Consulting, Inc. v. Dennis Corporation Daniel R. Dennis, and Richland County
- d. SC Dept. of Revenue vs. Richland County
- e. Administrator Search Update

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

Ms. Cletrius Scott spoke in opposition of the nuisance ordinance.

Mr. Jim Herpst and Mr. John Parrish spoke in favor of the overnight event at the airport.

Mr. Tony Mizzell, Mr. Clarence Hill and Mr. Ben Bruner spoke in favor of CHA Consulting, Inc. v. Dennis Corporation Daniel R. Dennis, and Richland County

9. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda**

Mr. Robert Hill spoke in favor of CHA Consulting, Inc. v. Dennis Corporation Daniel R. Dennis, and Richland County.

Mr. Ben Green spoke regarding the County's procurement process.

10. **REPORT OF THE ACTING COUNTY ADMINISTRATOR**

a. Monthly Fund Summary Report – Mr. Hayes gave an overview of the monthly report. The General Fund, as a whole, is trending well. He stated they are working with the departments that have personnel deficits.

b. Total Rewards Implementation [ACTION] – Mr. Malinowski stated too many items are coming onto their agenda under an Administrator's Report asking for action, when they are not going through the normal process we would take. This started with the previous Administration, and it seems to him that we are talking about finances here. This should have been at an A&F Committee meeting, or if it has been acted on, it should be put in its proper place on the agenda. The same thing on the next item. It is a motion made by Palmetto Sport Aviation. He inquired as to when outside groups began putting motions on the agenda. This item also should have gone to committee for vetting, so the committee could come forward with a recommendation. The "Sewer Lift Station" item should have gone to the D&S Committee. He stated Council Rule 1.7 lists six (6) ways that items can be put on the agenda. The main one being through committee action. None of these has followed those rules; therefore, based on that, he thinks they are all improperly before us and need to be put on the agenda properly.

Mr. Malinowski moved, seconded by Mr. Manning, to request the Chair to send Items 10(a), (b) and (c) to their respective committee meetings next week.

Ms. Dickerson stated she has a concern about the motion. She inquired if all of the motions from Administration have to come through Council or does the Administrator have the authority to put an item on the agenda under the Administrator's Report.

Mr. Smith stated the Administrator has the authority to put items on the agenda to give report. Traditionally, they are not action items. The point Mr. Malinowski is raising is that these are issues that require County action. Usually it is a report to the Council giving them information rather than requesting that you take action. He stated there is a rule that talks about how items get on the agenda for purposes of the Council taking action.

Ms. Dickerson stated, for clarification, these items should just be for information only, and to be

sent to committee.

Mr. Smith stated, if Council wanted to take it up, the appropriate way to do it would be for someone to make a motion to waive the rules to address it. Absent that, Mr. Malinowski's point is correct, it would have to go through a committee.

Ms. Dickerson inquired if any of these items are time sensitive.

Dr. Thompson stated Item 10(c): "Overnight Event at the Airport" is time sensitive.

Ms. Dickerson inquired if Mr. Malinowski will allow unanimous consent for Item 10(c).

Mr. Malinowski stated the one problem he has with allowing that one to go through is this information, at the earliest, was sent to us April 8<sup>th</sup>. Any Council member, in making a motion, has to submit it 2 weeks prior to it appearing on an agenda. A Council member has to wait 2 weeks, but we have a group here, they knew this was coming up, yet they bring this to us one week before they need action on it. They should have gotten better clarification on how Council Rules work. He does not believe that we should start to circumvent the rules for one group, at the expense of Council members and other groups. Therefore, he will not accept Ms. Dickerson's request.

Mr. Livingston stated this body has customarily voted on items that have been presented from the Administrator. He does not know whether that was clearly stated in our rules. The only one he knows has been before Council is the "Total Reward Implementation". He inquired if Item 10(c) has been before Council.

Dr. Thompson stated it was brought to Administration attention early last week.

Mr. Malinowski stated Council, in the past, has said that a Council member needs to sponsor a motion to get it on the agenda. We do not just have groups throw out a motion to staff to get it on the agenda.

Mr. Manning stated he has had a great concern about the rules, the rules not being followed, and what the rules say. We have been working for some time to try to get the revision of the rules, with the things that have been revised, which took about a year. Prior to going to Council, one of the things he requested, in writing, was for that to be an agenda item at the Council Retreat in January, so that we could get a handle on rules, follow our rules, and not rely on what people remember that we did customarily that may not have lined up with our rules. This particular rule is one that he pointed out, in writing, prior to the Retreat, at the Retreat, and again last week when we were asked to submit any thoughts we had about the rules. This is something that he has been putting in writing, and trying to get Council deal with for a long time. He is happy to second a motion that says, "the rules say, what the rules say." Until we fix the rules, or decide to follow the rules, then we should abide by the motion.

Ms. Dickerson stated one of her concerns is people who sponsor events like this did not just start to sponsor that event last week. The event had to have been on somebody's agenda for some time, so that is could have proper time to go through Council's channels. She stated that anyone who wants an event needs to contact your local Councilperson that represents the area in which these events are taking place, so that Councilmember can bring that before Council.

Mr. Malinowski restated his motion as follows: To send the items listed for action under the

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Administrator's Report, that have not previously been before us, to a committee for vetting. He would recommend that Item 10(d): "Permission to Survey – SS7462 Verch Locke Sewer Lift Station Area (Richland County)" and Item 10(c): "Overnight Event at the Airport" go to the D&S Committee.

Mr. Jackson stated, although he understands the point that is being made by his colleagues, he wants to go on record to say that it is unfortunate that we are not going to allow this event on April 27<sup>th</sup> to occur given the fact it would be such a positive event in our community. Because an external group was not aware, nor were they informed, by staff, of the rules they are now being penalized. From what he read, it went through Ms. Brittany Hoyle-Terry, Mr. Larry Smith and Dr. Thompson.

Mr. Manning withdrew his second.

Mr. Manning moved, seconded by seconded by Mr. Malinowski, to not take up Items 10(b), (c) and (d), as action items, under the Report of the Acting County Administrator because Council Rules only allow, in this section, for a report from the County Administrator.

Mr. Manning is happy for Council to figure out where else to put these items on the agenda. He totally agrees with Mr. Jackson about what an outside group did not know, and fixing that. The fact that the Total Rewards Implementation has been before Council before. To him, the issue is the rule says there is not a place for action items under the Report of the Acting County Administrator. He would like for us to follow the rules, but he is happy for us to do whatever we need to do procedurally to get these somewhere else on the agenda.

Ms. Myers stated these items seem to have gone through a lot of vetting. She inquired if these items have been with Administration for a long time.

Dr. Thompson stated:

- Item 10(b) came before Council for a work session;
- Item 10(c) came before Administration last week; the event went out on social media; when he understood it went out on social media and it had not been before Council it was his job to bring it before the body
- Item 10(d) this is a routine request when the City of Columbia wants to do soil testing on areas where they have their particular lines

Ms. Dickerson made a substitute motion, seconded by Mr. Manning, to take up these item under "Other Items".

Mr. Malinowski stated we do not have a proper motion before us on Item 10(c). There is not a Council member that has done anything with this. Also, on p. 137, it says, "There are concerns about the precedent this sets for future events at the airport as well as other County facilities." We could be opening up ourselves...

Mr. Livingston stated we are talking about moving the items, not approving them.

Mr. Malinowski stated he is giving reasons why we should not move the items.

Mr. Malinowski made a 2<sup>nd</sup> substitute motion to only take up Item 10(b).

The motion died for lack of a second.

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In Favor: Jackson, Manning, Dickerson and Livingston

Opposed: Malinowski and Myers

Present but Not Voting: McBride

The vote was in favor.

- c. Overnight Event at the Airport [ACTION] – This item was taken up under “Other Items.”
- d. Permission to Survey – SS7462 Verch Locke Sewer Lift Station Area (Richland County) [ACTION] – This item was taken up under “Other Items.”
- e. Transportation Penny Program Transition Update – Mr. Niermeier stated gave a brief overview of the transition. They worked with Operational Services on a facility that would allow all the staff to have a place to work. Ms. Logan is heading up recruit for additional personnel. They participated in an OSBO outreach event at the Decker Center and reassured the small business community.

Ms. McBride inquired about the need for new vehicles.

Mr. Niermeier stated they will be hiring inspectors, engineers, and project managers to be do work in the field that is currently be performed by the PDT, so those individuals will require vehicles.

Ms. McBride inquired if these are new vehicles or new vehicles to the department.

Mr. Niermeier stated they are new vehicles.

Ms. McBride inquired if this cost was included in the savings when moving transportation back in house.

Mr. Niermeier stated he is not sure if he can answer that question currently. He knows with the savings we would have it would be able to be covered.

Ms. McBride stated, at one time, we had a surplus of vehicles. She inquired as to what happened to those vehicles, and why is it necessary to purchase new ones.

Dr. Yudice stated there is a surplus of vehicles, and we are repurposing some of those vehicles for other departments. We can do that for the Transportation Department, if we have additional vehicles.

Ms. Dickerson inquired as to what happened to the vehicles we already purchased, or are those vehicles owned by the PDT.

Dr. Thompson stated the department has 5 vehicles. Those vehicles are in our possession, and titled and tagged to Richland County. In terms of doing the additional work, it is going to take some additional vehicles to ensure that we can provide the proper oversight and inspection.

Dr. Yudice stated they will speak to the Fleet Manager and have him give us an inventory of the vehicles that we can repurpose. They will present the information at the next Council meeting.

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Ms. Dickerson stated she believes that we need to do a needs analysis to ensure that we are not duplicating items we have already paid for.

Ms. Myers requested that an inventory of all the vehicles in the County's fleet be presented, and not just the ones that can be repurposed. She would also would like some more substantial documentation that we can demonstrate to the public that we are transitioning this in a way that makes dollars and cents, and that the substantiation behind it is consistent with the need.

Mr. Jackson requested a brief update on how the initial transition meeting went with the PDT.

Mr. Niermeier stated the initial discussion was to have both sides brainstorm and think of items that need to happen sooner than later. They have met weekly, and they had different entities there (Budget/Finance, Project Management, etc.) They have been very forthcoming with the information requested, and in-house staff has asked follow-up questions to gain clarification.

Mr. Jackson inquired if the PDT has been provided the transition plan.

Mr. Niermeier stated they have not been given it yet. He had to do some updates on it, based on some new information.

Dr. Thompson stated, for clarification, they have been provided the initial transition plan.

Mr. Jackson inquired if the PDT has responded to the plan.

Dr. Thompson stated that is the reason they are having the weekly meetings.

Mr. Manning requested more information regarding the buildout of the 2009 Hampton Street property.

Mr. Niermeier stated he and staff have identified spaces within the building, as it exists, to put new inspections, engineers, managers, and existing staff. And, if we need to remove walls, or add walls to accommodate the office spaces.

Ms. Myers stated this is huge transition, in a short period of time. The City of Charleston, and other cities, have done this kind of thing. She inquired if we have consulted with an expert from any of those places, or are we simply relying on what we think is best. On one side we have what we think is best, and on the other side we have what the PDT thinks is best. Somewhere in all of that, there are experts who can make sure that the County gets this done.

Mr. Niermeier stated there has been a lot of discussions with the City of Charleston on how they did it, and taking that model and mimicking those areas that apply to Richland County.

Ms. Myers stated we have a lot of projects in the hopper. For example, an expert could come in and say, "Don't design these 10, but you better finish these 5. Don't do this, but you better do that." She inquired if we have consulted with any expert to give us some guidance on the projects that we are trying finish before we run the table on this thing.

Mr. Niermeier stated, as far as project assumption, there has been no one engaged outside of County staff to do an honest evaluation of what we are going to assume, what we are resourced to assume, and what we are going to allow the PDT to continue with.

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Ms. Myers stated she would strongly suggest that we need more guidance than just what we think, or the PDT thinks, to make sure when we do this, we are conserving as much money as we can, and we are spending the money that we are going to spend the money as wisely as we can.

Mr. Livingston stated he would like see the costs associated with the vehicles, retrofit of the building, etc., so he can measure the savings.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. CASA Volunteer Appreciation Luncheon, April 17, Noon, Doko Manor, 100 Alvina Hagood Circle, Blythewood – Ms. Onley reminded Council of the upcoming CASA Volunteer Appreciation Luncheon.
- b. REMINDER: Budget Work Session, April 29, 4:00 – 6:00 PM, Council Chambers – Ms. Onley reminded Council that the first Budget Work Session will be held April 29<sup>th</sup> in Council Chambers.
- c. Engage Richland: Severe Weather Awareness, April 30, 6:00 PM, Emergency Services Dept. – Ms. Onley reminded Council of the upcoming Engage Richland event that will be held in the Emergency Services Department.

12. **REPORT OF THE CHAIR**

- a. Administrator Search Update – This item was withdrawn.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Authorizing, pursuant to Title 12; Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. 19-001MA, Michael Niermeier, RU to OI (33.16 Acres), Lower Richland Boulevard TMS # R12700-03-29 [THIRD READING]
- b. 19-003MA, Anna Fonseca, OI to RS-HD (1.55 Acres), Farrow Road and Plantation Drive, TMS # R17300-02-22 [THIRD READING]
- c. 19-005M, Ray L. Derrick, RU to NC (3.76 Acres), 1012 Bickley Road, TMS # R02415-02-01 [THIRD READING]
- d. 19-007MA, Deborah Stratton, RU to NC (2 Acres), 2241 Clemson Road, TMS # R20281-01-24 [THIRD READING]

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Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the consent items.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses, to add Section 18-7, Public Nuisances; and Amending Chapter 16, Licenses and Miscellaneous Business Regulations, Section 16-18, relative to license suspension and revocation for a business determined to be a public nuisance – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski stated, on p. 159, (b) states, if there have been six (6) or incidents during the preceding twelve (12) months, which equates to one (1) incident every two (2) months. In his mind, that does not sound like a serious amount. However, he inquired how this number was determined. He also asked what other jurisdictions, of similar size to Richland County, did when it came to situations like this, and the potential for public nuisance. He has not received an answer to either of those questions. He inquired what determines the previous twelve (12) months (i.e. calendar year, fiscal year, or when the first incident happens). He inquired what the definition is of a crime against property.

Mr. Smith stated that is intended to describe crimes related to damage or destruction of property. It could also relate to incidents where someone is breaking or entering. Rather than listing all of the possible offenses that could fall under that category, it was just a broad category of crimes against property. There may be various other crimes, not just limited to the ones that he mentioned, that may fit under the category.

Mr. Malinowski inquired if shoplifting would be such a crime.

Mr. Smith stated he would not necessarily put shoplifting in that category.

Chief Cowan apologized and stated he thought the answers had been given to him regarding his previous questions. As far as the other jurisdiction, the team that was developed to look at this researched all over and finding other jurisdictions, of our similar size, that has an ordinance in place, that would be fair and balanced, were not out there. They mirrored the ordinance against what the City has in place, what we developed between staff and the Legal Department, and what we felt would be balanced and fair for both the businesses and public safety.

Mr. Malinowski stated, again, one (1) incident in two (2) months does not seem excessive in his mind. We have got motor vehicle deaths at intersections that occur more than 1 in 2 months, but we are not closing those intersections down.

Chief Cowan stated the whole purpose of this is to look at violent crime, and public safety related to the violence in the communities. Only those locations that are operating unlawfully or illegally that are negatively impacting the public safety.

Mr. Malinowski stated he can support this 100%, if they are operating unlawfully or illegally, but

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the intent, the way it is here, if an incident happens at a business establishment that he owns, which maybe happens in a parking lot or sidewalk in front of the business, he is being charged with the "hash marks" until it leads up to six (6) in twelve (12) months, then the business is closed. He stated he may not be responsible for those incidents. We are putting blame on business owners when there may not be blame to be assessed on them. For example, if we have a coyote problem and they keep breaking into farmer's chicken houses, do we tell the farmers to close the chicken houses or do we attack the problem and go after the coyotes. He stated that is what we have here. We have a group of people that are creating the problems, so he does not know why we attack the businesses and not go after the groups of people causing the problems.

Chief Cowan stated, respectfully, they are not attacking the businesses.

Mr. Malinowski stated, on p. 160, it states, within two (2) calendar days of shuttering a business the Business Service Center has to act on this particular request to shutter the business. Then, it says, Council within seven (7) calendar days of the determination of the Business Service Center, or as soon thereafter as practical. He stated this could take months before it comes to Council. If this happens at the end of July, Council is in recess for all of August. If it happens in the middle of December, Council does not meet at the end of December, or in January. He thinks we need to change this to a reasonable amount of days, and Council must meet within that reasonable amount of days. Further in the ordinance, it indicates what happens to a business once they are shuttered, but it does not say, at what point, they can reopen, if they are found guilty. In any other violation, if a person is found guilty, there sentenced to a particular period of time, and then they are given their freedom and rights back. It seems to him, that we would put a period of time that the punishment takes place. He thinks the ordinance is too broad, and does not cover the entire situation for the people out there. While it does mention, as determined by a court of law. It then says, "or pursuant to Richland County Code of Ordinances." He inquired since when can somebody be found guilty, never to have their business opened up again because of a Richland County ordinance, and not going to a court where an actual judge or attorney has some say in this. He inquired if there is anything we can do to adjust this to make it more meaningful and justifiable to those places that you want to charge. If we do not want to have these businesses within the County, then we need to have an ordinance created to eliminate these businesses. We do not need to try to create an ordinance that will give us the opportunity to put them out of business.

Mr. Malinowski made a substitute motion to address all the points he made. A group can have a day in court, with an attorney, if their license is suspended, or they are shuttered. He thinks the shuttering, and who is allowed to enter the building should not just be the Sheriff permitting them, but the Sheriff, in conjunction with the Administrator, will determine who and when individuals can go into these buildings. He would also like to see the calendar days for Council to hear a particular appeal reduced to a reasonable number of days.

Ms. Newton stated, the way she reads this, with regard to the purpose of declaring a nuisance, the last paragraph says, we are looking at things that are affecting public decency, peace and order, which are intermittent, cyclical, continual, recurring, and of a constant nature. She always interpreted this that this is not your run of the mill problem, but a persistent problem we are fixing. She inquired, if the items listed under (b) on p. 159, which is the six (6) or more law or peace officers or Computer Aided Dispatches, fits the recurring, continuous problem we are trying to address.

Chief Cowan responded in the affirmative, due to the severity of the items listed.

Mr. Jackson stated he was looking at some of the same issues, in regards to some of the concerns Mr. Malinowski raised. He certainly does not want to do anything that has unintended consequences for businesses out there. The critical issue is that we are wanting to be certain that those businesses that are operating illegally, and as a result of them operating illegally, violent acts are occurring at these illegal establishments, not be allowed to continue to operate illegally. If there are legitimate businesses out there, who are operating legitimately, and unfortunate incidents occur, we do not hold them liable for those incidents that occur, and use it as an excuse to shut them down. One of the things he would like for us to consider is to look at the possibility of implementing this, but for an abbreviated period of time (i.e. 6 months), then come back before we make it permanent. At the end of the six (6) month period, determine what impact it has had on businesses.

Mr. Malinowski inquired what happens when an ambulance is called to a scene for one reason and it turns out it was legitimate cause. It was not due to some type of physical violence or crime. We are not taking into consideration any adjudication. We are just saying if someone is called to an establishment for an incident it is one (1) mark out of your six (6). It does not say, if in the end it is found this was adjudicated as a not guilty, the mark is eliminated. Also, in the "Criminal Enforcement. Penalties" section, it indicates that any of these individuals "who erects, establishes, continues, maintains, uses, owns, occupies, leases, or releases, or serves as lessor or lessee of any building in such a way as to create a public nuisance shall guilty of a misdemeanor". We are talking about a misdemeanor with a \$500 fine, not exceeding 30 days in prison. That does not seem too serious to me if it is only a misdemeanor. How do we get the seriousness later on? In the beginning of the ordinance it states, "WHEREAS, in the six (6) months preceding the adoption of the emergency ordinance, there had been seventeen (17) shootings at drinking places and night clubs in unincorporated Richland County." He would like to see a list of those 17 places. If we have 17 places, and they are all individual places, then he would hardly think that is a public nuisance, according to this ordinance.

Chief Cowan stated the information has been provided to Council, and it has also been in the news. These are not 17 different locations; these are specific locations that have constituted the bulk of the shootings.

Mr. Jackson made a substitute motion, seconded by Mr. Malinowski, to adopt the proposed ordinance for a period of six (6) months, then come back with detailed data at the end of that period to determine if the ordinance needs to be modified before it goes into effect permanently.

Ms. Myers stated we already have a temporary ordinance in place, so why do we not just extend it while we refine the ordinance. She inquired if the temporary ordinance is doing what needs to be done, since it is essentially this language unmodified.

Chief Cowan stated the ordinance is doing what needs to be done, but he does not know if the ordinance can be extended.

Ms. Myers stated her constituents, as well as Mr. Manning's, are keenly interested in making sure there is something in place that stops all these shootings.

Ms. Myers made a second substitute motion to leave the emergency ordinance in place for an additional six (6) months. At the end of that time, we will have refinements that can be put in place.

Mr. Farrar stated it is not the ideal situation to extend the emergency ordinance, unless you are going to confirm that there is an emergency going on. Basically, the intent, under State law, is not to

carry it out. You would have to say there is an ongoing emergency. It should be an exclusive, very rare situation, that you would do an emergency ordinance, since there is no public hearing on the emergency ordinance. He stated you could do a short-term, and get to the same place. He also pointed out there are so many checks and balances in what has been proposed. First, everyone focuses on the emergency abatement, which is the shuttering of the businesses. This is an ordinance like any other, so if someone is found to be a nuisance, you would get a uniform ordinance summons issued by a Code Enforcement/Law Enforcement officer. You would go to Magistrate Court, request a jury trial, and hire an attorney. It takes about 2 years to get a case tried through the Magistrate Court system. The emergency situation is, if it is so egregious. For example, the City of Columbia has used their ordinance one (1) time since instituting their ordinance. Secondly, the County Administrator has to agree to the shuttering.

Mr. Jackson moved, seconded by Ms. Myers, to call for the question.

In Favor: Jackson, Newton, Myers, Dickerson, Livingston and McBride

Opposed: Malinowski and Manning

Present but Not Voting: Kennedy

The vote was in favor.

Mr. Manning stated he would like for us to document for the record where the item will be placed on the agenda after the six (6) months.

Ms. Myers stated at the end of six (6) months we are looking for data. What Mr. Jackson is suggesting that we adopt the ordinance, and at the end of six (6) months the Sheriff's Department and staff will provide data as to the effectiveness of the ordinance. At that point, if we need to make changes we would, but she does not think Mr. Jackson was suggesting stopping and starting.

Mr. Smith stated, if we are not dealing with sunset situation, and what we are talking about is passing the ordinance, as it is, at this point. Then, reviewing and getting the information Mr. Jackson has called for, the Council could amend the language, or if it was found the ordinance did not work, the ordinance could be repealed.

Ms. Dickerson requested the Clerk's Office to document when the six (6) months will expire, and notify Council 30 days prior to the expiration.

In Favor: Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Malinowski

The vote was in favor of the substitute motion.

Mr. Livingston stated his concern is you have the emergency and the other ordinance in place, at the same time.

Mr. Farrar stated the emergency ordinance expires on the 61<sup>st</sup> day after passage, under State law.

Mr. Manning inquired if we can rescind the emergency ordinance, after we reconsider the action on

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this item.

Mr. Farrar stated the emergency ordinance is not on the agenda.

Mr. Manning stated, if we vote yes to reconsider this, then can we amend the motion and add that this will go into effect when the emergency ordinance expires.

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

In Favor: Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Malinowski

The vote was in favor of reconsideration.

Mr. Jackson moved, seconded by Ms. Dickerson, that this item will go into effect when the temporary ordinance expires.

In Favor: Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

Opposed: Malinowski

The vote was in favor.

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

In Favor: Malinowski

Opposed: Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. An Ordinance Authorizing, pursuant to Title 12; Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Amcor Rigid Plastics USA, LLC, a limited liability company organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Amcor Rigid Plastics USA, LLC under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto – Mr. Jackson moved, seconded by Ms. Dickerson, to approve this item.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy and Dickerson

Present but Not Voting: Manning, Livingston and McBride

The vote in favor was unanimous.

16. **SECOND READING ITEMS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments" – Mr. Manning moved, seconded by Mr. Jackson, to approve the redlined ordinance in the agenda packet, with the exception of on p. 237, Section (4) Exceptions, that where it says personal trainers, to add the language "registered with the SC Labor, License and Regulation".

Ms. Newton stated, for clarification, in the event that a trainer works at a facility that provides trainers, would the trainer operate under their license.

Mr. Manning responded, if they legally do by State law. In addition, on p 229, Section (9) Hours of Operation, that we follow what he shared, with Council, from the Program Manager for Government Relations with the American Massage Therapy Association, and insert the hours of 10 p.m. to 5 a.m.

Ms. Dickerson stated, for clarification, there will be no work done between the hours of 10 p.m. and 5 a.m.

Ms. Myers inquired, on Section (11) Employment of persons found guilty of criminal sexual offenses, if the best practices say that people who have registered on the National or State Sex Offender List cannot be personal trainers. In essence, we are banning those individuals from a legitimate line of work, unless we are defining all massage therapy spaces as places where sexual activity takes place. She does not understand why being registered on the National Register of Sex Offenders precludes you from being a personal trainer.

Mr. Manning stated what he was sent, by the American Massage Therapy Association, says, "shall not have any prior conviction for an offense involving sexual misconduct with a child, including sexual abuse, sexual assault, sexual conduct, sexual molestation, sexual exploitation..."

Ms. Myers stated that involves sexual crimes with a child. This is anyone on the National or State Sex Offender list, which is different than being a child predator. We are saying that, if you are a personal trainer, and you are on the National Sex Registry List, you cannot work in any of these places.

Mr. Manning stated they used the ordinance from Mecklenburg County, North Carolina, and when concerns were raised about the language regarding "prostitution or other sexual offenses", we then said that if someone was on the National or State sex offender list...

Ms. Myers inquired as to why we do not just use the language Mr. Manning read from the American Massage Therapy Association.

Mr. Manning stated, where we probably got the language include in the ordinance is as follows: "Shall not be registered sex offender, or required by law to register as a sex offender and shall not have any prior conviction for an offense involving sexual misconduct."

Ms. Myers stated the "and" means it requires both.

Mr. Manning stated, if we are going to use that section, it starts off with, "Are 18 years of age or older, and shall not have any prior conviction for an offense involving sexual misconduct with a

child, including sexual abuse, sexual assault, sexual conduct, sexual molestation, and sexual exploitation.” He stated he will amend his motion to add the language from the American Massage Therapy Association.

Ms. Dickerson stated she would like to have the hours of operation amended to 6 a.m. to 10 p.m.

Mr. Manning stated he is deeply concerned about any sexual trafficking activity that is happening, or may happen in the County, so anybody offering anything more restrictive he is in agreement with because he is trying to get the ordinance the best it can be.

Ms. Newton stated she does not know what the objection is with 5 a.m., but as a person who does occasionally hit the gym for those services at 5 a.m., that is a legitimate business hour for people who may have small kids, and makes a tremendous difference.

Mr. Malinowski stated we do not have the briefing document in front of us that we previously had; however, that briefing document did make some comment about the proposed amendments may restrict or negatively impact legitimate businesses that offer these services. It also said, it was unknown if additional staff may be necessary to enforce the proposed ordinance. Lastly, he would like to know if law enforcement has been asked for their input on the actual enforcement of this ordinance, and if they have any comments regarding potential times or problems with what is included in the ordinance. He requested answers to his questions prior to Third Reading.

Mr. Manning stated, in terms of law enforcement, it was Captain Heidi Jackson, Richland County Sheriff’s Department Victim Services, that brought to us the Mecklenburg County ordinance.

Mr. Malinowski made a friendly amendment to add the case law back in, that was previously deleted, to provide the rationale for the ordinance.

Mr. Livingston stated one thing he is having “heartburn” over is telling someone they cannot have these services provided after 10 p.m.

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

The vote in favor was unanimous.

- b. An Ordinance Consenting to the conversion of an existing lease purchase agreement between Richland County (the “County”) and Mars Petcare US, Inc., f/k/a Kal Kan Foods, Inc. (the “Company”) to a fee in lieu of tax agreement pursuant to Title 12, Chapter 44, South Carolina Code, 1976, as amended; authorizing the execution and delivery of a fee in lieu of tax (conversion) agreement by and between the County and the Company; authorizing the reconveyance by the County to the Company of the property subject to such lease purchase agreement and other related matters – Mr. Jackson moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.



- c. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and an entity known for the time being as "Project M19" to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Jackson moved, seconded by Ms. McBride, to approve this item.

In Favor: Malinowski, Jackson, Newton, Myers, Dickerson and Livingston

Present but Not Voting: Kennedy, Manning and McBride

The vote in favor was unanimous.

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

- a. An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc. under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and [Project ES] to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters [FIRST READING] – Mr. Jackson stated the committee recommended approval of this item.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Dickerson and Livingston

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

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

I. **NOTIFICATION OF APPOINTMENTS**

- a. Planning Commission – 1 – Ms. Newton stated the committee recommended appointing Mr. Jason Branham.

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

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Present but Not Voting: Jackson and Manning

The vote in favor was unanimous.

- b. Building Codes Board of Appeals – Eight (8) Vacancies (One applicant must be from the Architecture Industry, One from the Plumbing Industry, One from the Electrical Industry, One from the Engineering Industry, One from the Gas Industry, One from the Building Industry and Two from the Fire Industry as alternates) – Ms. Newton stated the committee recommended appointing Mr. Madison Devine (Engineering) and Mr. Doug Ford (Plumbing), and re-advertise the remaining vacancies.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy and Dickerson

Present but Not Voting: Manning, Livingston and McBride

The vote in favor was unanimous.

19. **OTHER ITEMS**

- a. FY19 – District 3 Hospitality Tax Allocations – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

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

Opposed: Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

- b. FY19 – District 2 Hospitality Tax Allocations – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item.

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

The vote in favor was unanimous.

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

Opposed: Malinowski, Jackson, Newton, Myers, Kennedy, Manning, Dickerson, Livingston and McBride

The motion for reconsideration failed.

Mr. Manning inquired how these organizations will be notified that Council approved this funding.

Mr. Hayes stated they are initially sent an email, then they are provided a grant agreement.

Mr. Manning stated, two weeks ago, two organizations were provided funding with District 8 money, and they have not heard anything.

Mr. Hayes stated he will follow up on those allocations.

**Total Rewards Implementation**– Ms. O’Berry stated the recommended action is to adopt the Total Rewards Study recommendations, and support the actions necessary for Richland County Government to become an Employer of Choice. The item before you is to implement the recommendation of the Total Reward Study, in phases, through the budget process, over the next several years. This will include efforts, and actions, by department supervisors and employees focused on moving Richland County Government toward an Employer of Choice.

Ms. Dickerson moved, seconded by Mr. Malinowski, to forward this item to committee.

Ms. Newton requested, when this item goes to committee, that staff provide the timeframe for implementation of the study.

Dr. Thompson stated this item is time sensitive and may impact us being able to put this in the Biennium budget.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

**Overnight Event at the Airport** – Mr. Manning moved, seconded by Mr. Jackson, to approve this item.

Mr. Malinowski inquired, if this motion is properly before us, since it is coming from someone in the community, and not a Councilmember.

Mr. Smith stated, it is his understanding, from Mr. Eversmann, that this is a motion that came from the Airport Commission, which is a body that Council appoints. It is also his understanding, in terms of this process, that it started with the Airport Commission, through Mr. Eversmann, then the information flowed to the Administrator and the Legal Department.

Mr. Malinowski stated, on p. 137, under the Risk Management Director’s comments, it says, “There are concerns about the precedent this sets for future events at the airport as well as other County facilities.” That is why this should have been in a committee, in order to have these concerns addressed.

Mr. Smith stated, on p. 138, is the vote that came from the Airport Commission, which speaks to the origin of this particular item.

Mr. Malinowski stated the item does not follow the procedural and precedence Council has set, and rules enacted on in the past. If there is a question about potential risk to the County, that also needs to be addressed because we could be heading down a slippery slope. He stated, unless staff is working for free, this item did require the expenditure of County funds since staff was required to review the request.

Ms. Newton stated, for clarification, this item is before Council because the Airport Commission voted to bring it to Council.

Mr. Smith stated, it is his understanding, that this is an event that was brought to the Commission. The Commission then acted on the request, voted to hold this event and to recommend Council, pursuant to their vote, authorize them to go forward with the event, since the County owns the property where the event will take place.

Ms. Newton inquired, following this procedure, would the School Board or other organizations be able to send things to the agenda this way.

Mr. Smith stated, typically, if it is made in the form of a motion, motions come from members of Council. In this particular situation, as he understands it, they are making a request. Even if it were in the form of a motion, at the end of the day, the County still has the authority to waive your rules, if that is what you want to do.

Mr. Jackson stated he is not opposed to abiding by the rules, and if this was not a time sensitive matter, he would want us to stick to the rules. He would hate for an outside organization, though they are affiliated through the Airport Commission, with good intentions to hold an event, using our facilities, and being responsible and willing to accept the liability, be denied the opportunity because they did not follow our rules. He does not want us to penalize an organization simply because of this procedural misstep.

Ms. Dickerson stated this vote took place on April 8<sup>th</sup>. This event had to be planned prior to April 8<sup>th</sup>, so they would have been able to vote. One of the persons that spoke this evening said, if they could not have stoves and cooking, he could not support this.

Mr. Manning inquired if the Council liaison was at the Airport Commission meeting.

Mr. Eversmann stated the liaison was not present; however, the liaison has seen the motion, as passed.

Ms. McBride inquired as to how much money has been invested in this project.

Mr. Eversmann stated it would be hard to quantify County staff time, but no County funds have been expended on the project. The Experimental Aircraft Association, which is a tenant at the airport, routinely holds events like this.

Ms. McBride inquired if there were times when Council took up issues that did not come directly from Council.

Mr. Smith stated there are times when someone has raised a Point of Order saying the rules are not being followed, and a motion has been made to waive the rules to take up the matter.

Ms. McBride stated she does not know if there is a way to correct this, and if there is not a way to correct, then if we approve it, we are approving something that is outside of the process.

Mr. Smith stated Council would be approving something that came to you as a motion, and there are certain ways that motions get on your agenda. So, that would be outside of the process, unless you waive the rules.

Mr. Jackson made a substitute motion, seconded by Mr. Manning, to waive the rules and approve this item.

Ms. Dickerson inquired if you need unanimous consent to waive the rules.

Mr. Smith stated, according to Rule 6.1, you do have to have unanimous consent to waive the rules.

Mr. Manning made a second substitute motion to amend the rules, in order to vote on this item.

Mr. Livingston stated the only problem is you have to have more than one reading.

Mr. Manning made a second substitute motion, seconded by Mr. Jackson, to suspend the rules.

In Favor: Jackson, Kennedy, Manning and Livingston

Opposed: Malinowski, Myers and Dickerson

Abstain: McBride

Present but Not Voting: Newton

The second substitute motion failed.

**Permission to Survey - SS7462 Verch Locke Sewer Lift Station Area (Richland County)** – Mr. Malinowski moved, seconded by Ms. Dickerson, to send this item to committee.

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

Present but Not Voting: Jackson, Myers and Manning

The vote in favor was unanimous.

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

- a. SCE&G Utilities Agreement
- b. Richland County vs. Program Development Team
- c. CHA Consulting, Inc. vs. Dennis Corporation Daniel R. Dennis and Richland County
- d. SC Dept. of Revenue vs. Richland County

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

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

Present but Not Voting: Manning

The vote in favor was unanimous to go into Executive Session.

*Council went into Executive Session at approximately 9:04 PM and came out at approximately 10:17PM*

Ms. Newton moved, seconded by Ms. Myers, to come out of Executive Session.

In Favor: Malinowski, Jackson, Newton, Myers, Kennedy, Livingston and Manning

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Present but Not Voting: Manning and Dickerson

The vote in favor was unanimous.

- a. Richland County vs. Program Development Team – Ms. Newton moved, seconded by Mr. Malinowski, to direct Legal to proceed to best protect the County, in regards to the Penny Tax, as discussed in Executive Session.

In Favor: Malinowski, Newton, Myers, Kennedy, McBride

Opposed: Jackson, Manning, Dickerson and Livingston

Present but Not Voting: Walker

The vote was in favor.

- b. CHA Consulting, Inc. vs. Dennis Corporation Daniel R. Dennis and Richland County – Mr. Malinowski moved, seconded by Ms. McBride, to direct the Legal Department to move forward with the settlement agreement, as discussed in Executive Session, and to authorize the Chair to execute the necessary documents.

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

Abstain: Jackson and Manning

Present but Not Voting: Dickerson

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

21. **MOTION PERIOD**

- a. I move that Richland County Council pass a resolution to “Ban the Box” and join more than 150 cities and counties and 33 states nationwide that have “Ban the Box” laws to remove questions about convictions from job applications; so that applicants could be judged first on their qualifications – This item was referred to the A&F Committee.

22. **ADJOURN** – The meeting adjourned at approximately 10:28 PM.



## Richland County Council

ZONING PUBLIC HEARING  
April 23, 2019 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

**OTHERS PRESENT:** Michelle Onley, Geo Price, Tommy DeLage, Ashley Powell, Kimberly Williams-Roberts, Clayton Voignier and Brian Crooks

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Mr. Price stated there were no additions or deletions.
3. **ADOPTION OF THE AGENDA** – Ms. Dickerson moved, seconded by Ms. Myers, to adopt the agenda as published.

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

Present but Not Voting: Manning

The vote in favor was unanimous.

4. **MAP AMENDMENTS (No Public Hearing)**

- a. 19-002MA  
Sukhjinder Singh  
RU to NC (2.9 Acres)  
3500 Hard Scrabble Road  
TMS # R20100-04-08 (Portion) [FIRST READING]

Mr. Manning moved, seconded by Ms. Dickerson, to defer this item until the June Zoning Public Hearing.

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

The vote in favor was unanimous.

- b. 19-006MA  
Charlotte Huggins  
RU to GC (2.8 Acres)  
10510 Garners Ferry Road

TMS# R30600-02-16 & R30600-02-08 (Portion)

Ms. Newton moved, seconded by Ms. Myers, to defer this item until the May Zoning Public Hearing.

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

The vote in favor was unanimous.

5. **MAP AMENDMENTS**

- a. 19-0091MA  
Joginder Pall  
CC-4 to CC-3 (2 Acres)  
7430 Fairfield Road  
TMS # R11904-02-05 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

Present but Not Voting: Jackson and Walker

The vote in favor was unanimous.

- b. 19-010MA  
Robert F. Fuller  
TROS/RU to RS-MD (185.29 Acres)  
Langford Road  
TMS # R23400-05-05 & 06 [FIRST READING]

Mr. Price stated the applicant has requested a withdrawal.

Ms. Dickerson moved, seconded by Mr. Manning, to accept the applicant's request for withdrawal.

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

The vote in favor was unanimous.

- c. 19-011MA  
Ki O. Kwon  
RU to OI (4.61 Acres)  
4026 Hard Scrabble Road  
TMS # R20100-02-46 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.



No one signed up to speak.

The floor to the public hearing was closed.

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

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

Present but Not Voting: Manning

The vote in favor was unanimous.

- d. 19-012MA  
Roger Winn  
HI to GC (5.88 Acres)  
8911 Farrow Road  
TMS # R17200-03-06 [FIRST READING]

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

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

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

The vote in favor was unanimous.

- e. 19-013MA  
Lee Bussel Jr.  
RU to GC (3.6 Acres)  
1300 Peace Haven Road  
TMS # R01500-02-10 [FIRST READING]

Mr. Livingston 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. Dickerson, to deny the re-zoning request.

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

Present but Not Voting: Manning and McBride

The vote in favor was unanimous.

- 6. **ADJOURNMENT** – The meeting adjourned at approximately 8:11 PM.

## Richland County Council Request for Action

**Subject:**

19-012MA  
Roger Winn  
HI to GC (5.88 Acres)  
8911 Farrow Road  
TMS # R17200-03-06

**Notes:**

First Reading: April 23, 2019  
Second Reading:  
Third Reading:  
Public Hearing: April 23, 2019

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-19HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # R17200-03-06 FROM HEAVY INDUSTRIAL DISTRICT (HI) TO GENERAL COMMERCIAL DISTRICT (GC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # R17200-03-06 from Heavy Industrial District (HI) to General Commercial District (GC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2019.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 23, 2018  
First Reading: April 23, 2018  
Second Reading: May 7, 2019  
Third Reading: May 21, 2019

## Richland County Council Request for Action

**Subject:**

Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses

**Notes:**

April 23, 2019 – The committee recommended tabling this item.



Agenda Briefing

**To:** Committee Chair Gwendolyn Kennedy and Honorable Members of the Committee  
**Prepared by:** Clayton Voignier  
**Department:** Community Planning and Development  
**Date Prepared:** April 02, 2019 **Meeting Date:** April 16, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 09, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 09, 2019
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 09, 2019
<b>Approved for Council Consideration</b>		Assistant County Administrator	Ashley Powell, AIA

**Committee** Development & Services

**Subject:** Increasing the maximum number of rooms to twenty (20) for Bed and Breakfast Homes/Inns

**Recommended Action:**

Staff recommends that County Council keep the current provisions of the Land Development Code, which prescribes a maximum number of nine (9) guest rooms provided by a bed and breakfast home/inn. Increasing the maximum number of guest rooms to twenty (20) conflicts with Section 45-4-20 of the *South Carolina Bed and Breakfast Act* of the South Carolina Code of Laws, which limits the number of guest rooms to ten (10) for bed and breakfast homes/inns.

**Motion Requested:**

Move to accept staff’s recommendation to keep the current provisions of the Land Development Code, which prescribes a maximum number of nine (9) guest rooms provided by a bed and breakfast home/inn.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

None

**Motion of Origin:**

“Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses.”

<b>Council Member</b>	Councilman Norman Jackson
<b>Meeting</b>	County Council
<b>Date</b>	December 4, 2018

### Discussion:

Previously, Bed and Breakfast Homes/Inns were permitted in the Rural (RU), Office and Institutional (OI), Neighborhood Commercial (NC), and Light Industrial (M-1) zoning districts as permitted uses and in the Rural Residential (RR), Rural Commercial (RC), and the Residential, Multi-family (RM-MD and RM-HD) zoning districts, subject to special requirements, with a maximum of five (5) guest rooms per home/inn. At the December 22, 2009 Administration and Finance Committee meeting, the Committee unanimously voted in favor of requesting staff to explore options for properties zoned Rural Commercial, so as to increase the capacity of such lodging to make them more profitable. Ordinance 020-10HR, adopted May 4, 2010, increased the maximum number of rooms from five (5) to nine (9) and designated all bed and breakfast establishments as permitted uses, subject to special requirements.

The current Richland County Land Development Code permits bed and breakfast homes/inns in the RU, RR, RM-MD, RM-HD, OI, NC, RC and GC zoning districts as permitted uses, subject to the special requirements of section 26-161 (c) (10) which requires compliance with the following provisions:

1. Bed and breakfast homes/inns shall be located a minimum of one thousand five hundred (1,500) feet from any other bed and breakfast home/inn.
2. The owner or manager of the home/inn shall reside on the property.
3. The maximum number of guest rooms provided by the bed and breakfast home/inn shall be nine (9).
4. Activities and functions designed to accommodate the guests shall take place within the principal structure.
5. Off-street parking for bed and breakfast homes/inns shall be provided as required in Section 26-173 of this chapter. Parking shall be provided on the same lot on which the bed and breakfast inn is located, at the rear of the lot, and screened (with vegetation) from adjacent properties and from the road.
6. In the residential districts, signage shall be limited to a single sign, not to exceed three (3) square feet and not containing internal lighting. Such signage shall be attached to the building.
7. Exterior lighting shall be residential in nature and shall not be directed toward adjacent properties.
8. No meals may be served to anyone other than staff and guests registered at the inn.
9. No exterior alterations, other than those necessary to ensure the safety and accessibility of the structure, shall be made to any building for the purpose of providing a bed and breakfast home/inn.

According to Section 45-4-20 of the South Carolina Code of Laws, a bed and breakfast use is "...a residential-type lodging facility having no more than ten guestrooms where transient guests are fed and lodged for pay."

The motion proposing to amend the current provisions of the Land Development Code and increase the maximum number of guest rooms to twenty (20) conflicts with the referenced section.

### Attachments:

1. South Carolina Bed and Breakfast Act

**Title 45 - Hotels, Motels, Restaurants and Boardinghouses**

CHAPTER 4

South Carolina Bed and Breakfast Act

**SECTION 45-4-10.** Short title.

This chapter shall be cited as the "South Carolina Bed and Breakfast Act".

HISTORY: 1998 Act No. 300, Section 1, eff May 27, 1998.

**SECTION 45-4-20.** Definitions.

As used in this chapter:

(A) "Bed and breakfast" means a residential-type lodging facility having no more than ten guestrooms where transient guests are fed and lodged for pay. This chapter does not apply to other types of transient accommodations, such as hotels, motels, motor inns, resorts, rooming houses, boarding houses, hunting lodges, or campgrounds. The phrase includes the following types of residential-type lodging facilities:

(1) "bed and breakfast" or "bed and breakfast inn", which are residential-type lodging facilities that have three to ten guestrooms and that serve only breakfast to registered guests;

(2) "home stay bed and breakfast", a residential-type lodging facility that has one to three guestrooms and that serves only breakfast to registered guests; and

(3) "country inn", a residential-type lodging facility that has three to ten guestrooms and that serves breakfast to registered guests.

(B) "Residential-type lodging facility", means a facility that:

(1) serves as both the innkeeper's residence and a place of lodging for transient guests; and

(2) is primarily residential in style with regard to the amenities provided to guests.

(C) "Guestroom" means a sleeping room, or a combination of rooms for sleeping and sitting, which includes, among other amenities:

(1) a bed or beds;

(2) a private or shared bathroom;

(3) clothes hanging and storage amenities; and

(4) a selection of furniture and lighting.

(D) "Innkeeper" means the proprietor of a bed and breakfast.

(E) "Residential kitchen" means a private-home-type kitchen in a bed and breakfast used for food service to registered guests as well as the innkeeper.

HISTORY: 1998 Act No. 300, Section 1, eff May 27, 1998.

## Richland County Council Request for Action

**Subject:**

Explore developing municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County

**Notes:**

April 23, 2019 – The committee recommended Council direct staff, by way of the Administrator, to explore the mechanics, feasibility and appropriateness of municipal enterprises for economically distressed communities and determine appropriate and applicable utilization of vacant and other property owned by Richland County, under the direction of a Revivify Richland Task Force as a subsequent element of the Revivify Richland Strategic Framework.





Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Clayton Voignier, Director  
**Department:** Community Planning & Development  
**Date Prepared:** **Meeting Date:** April 23, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 16, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 17, 2019
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 16, 2019
<b>Other Review:</b>		<b>Date:</b>	
<b>Approved for Council consideration:</b>	Assistant County Administrator	Ashley Powell, AIA	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	Municipal Enterprises		

**Recommended Action:**

Staff recommends that Council direct staff, by way of the Administrator, to explore the mechanics, feasibility and appropriateness of municipal enterprises for economically distressed communities and determine appropriate and applicable utilization of vacant and other property owned by Richland County, under the direction of a Revivify Richland Task Force as a subsequent element of the Revivify Richland Strategic Framework.

**Motion Requested:**

I move to approve staff’s recommendation to direct staff, by way of the Administrator, to explore the mechanics, feasibility and appropriateness of municipal enterprises for economically distressed communities and determine appropriate and applicable utilization of vacant and other property owned by Richland County, under the direction of a Revivify Richland Task Force as a subsequent element of the Revivify Richland Strategic Framework.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

Fiscal impact would depend on costs associated with the activities of a Revivify Richland Task Force.

**Motion of Origin:**

“Explore the development of municipal enterprises for economically distressed communities with conservation and other properties owned by Richland County.”

<b>Council Member</b>	Norman Jackson
<b>Meeting</b>	Special Called
<b>Date</b>	November 13, 2018

## Discussion:

Municipal enterprises are businesses owned by local governments that provide services that generate revenue for local communities. These entities are normally established as a publicly owned, non-profit entity under the labeling of “Authority” or “Corporation”, e.g., Rural Electrification Authority, Reservoir Water Authority or Community Investment and Development Corporation. Municipal enterprises will often play key roles in building wealth for local communities through stable job creation and business incubation, provision of goods and services in underserved areas too costly for for-profit development and direct community benefit from local revenue. Generally, these include the operation of public utilities and public facilities to generate streams of income to support various funding needs for local governments. Beyond utilities and facilities, real estate development has become another viable type of municipal enterprise for communities through generation of lease revenue. Often this will include government owned convention centers, hotels and markets. Two specific examples include Pike Place Market (Seattle, WA) and Faneuil Hall (Boston, MA).

Economically distressed communities are low wealth communities that do not experience or see benefits from the prosperity of the general, surrounding areas. These include areas of cities and counties in which the private market functions of development and business are limited and highly inactive. Economically distressed communities are generally characterized as areas with high concentrations of minority groups, low wage households, deteriorating housing stock, high property and violent crime, limited employment opportunities and lack of educational access. More specifically, economically distressed communities are defined by one of three factors or a combination thereof based upon census tract geographies as determined by the U.S. Census Bureau. Two factors are the same factors as Low Income Communities (LIC): a poverty rate of at 20% or a median family income (MFI) of 80% or less of the metro area’s MFI or the state’s MFI for non-metro areas. The third factor is an unemployment rate of at least 1.5 times the national unemployment rate.

Several elements of current and developing County policy and programming speak to the motion at hand, either via work geared toward aiding economically distressed communities, establishing municipal enterprises or both. One such policy is the 2015 PLAN Richland County Comprehensive Plan. Numerous aspects of the Comprehensive Plan provide support for undertaking municipal enterprises for addressing needs of economically distressed communities. The policy and growth document speaks to the topic in its Guiding Principles including:

- Promote Investment in existing communities and support redevelopment opportunities
- Support the continued viability of agricultural, horticultural, and forestry operations
- Support economic development by investing in targeted areas
- Improve quality of life by fostering development of livable communities

While the Principles speak broadly on the overall issues, several elemental goals and their subsequent strategies provide further support in some manner. Specific goals from the Comprehensive Plan include:

- Population Goals 3 and 4;
- Land Use Goals 1, 2, 5, 7, 11, and 12;

- Housing Goals 1 and 3;
- Economic Development Goals 1, 2, 4, and 5;
- Natural Resource Goals 1 and 2;
- Cultural Resource Goals 1 and 5;
- Community Facilities & Services Goals 1 and 4; and
- Priority Investment Goals 2 and 3.

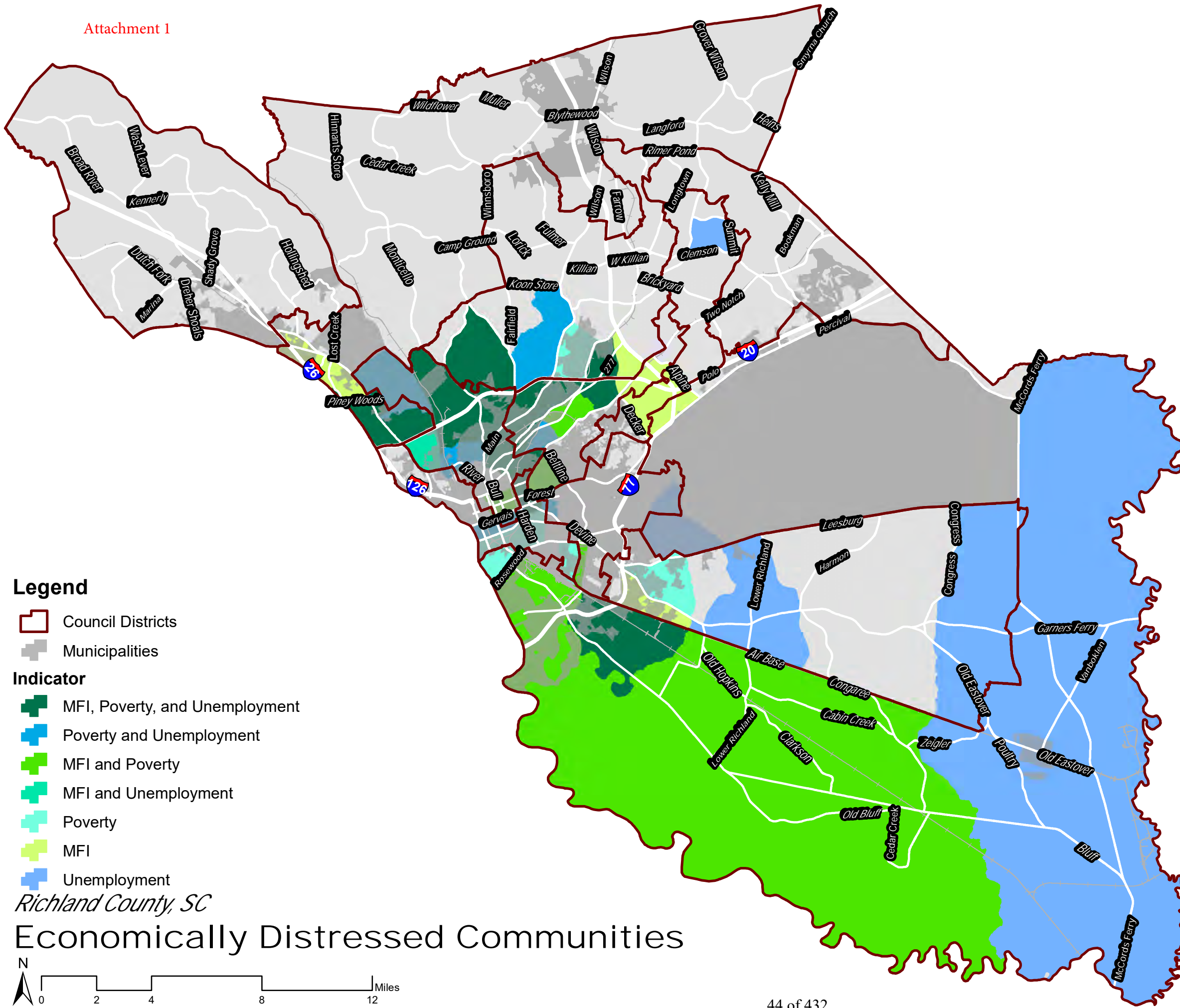
These goals, and subsequent strategies within each, allude to undertaking objectives similar to the nature of the motion and purpose of municipal enterprises.

The Richland Renaissance program, and the supplementary Revivify Richland Strategic Framework for holistic County revitalization and blight abatement, propose ideas around the establishing of municipal enterprises for distressed communities. The overall Richland Renaissance program could potentially allow for some of the functions of real estate development under a municipal enterprise through the development and lease of County-owned properties. The Columbia Place Mall and several SE Richland County-owned properties are within economically distressed census tracts. Likewise, the Revivify Richland strategic framework identifies potential strategies that would address development and economic issues for distressed communities, and thus are relevant to the motion. First, one particular strategy is the establishment of more, local CDCs for Community Specific Redevelopment. Community Development Corporations (CDC) are non-profit developers that work in specific locales (as broad as a county and as specific as a street block) to catalyze redevelopment of housing, jobs and businesses, and various educational and social services. Second, another strategy is the establishment of a Revivify Richland Task Force. This strategy would seek to create an organized body dedicated to the operation, maintenance, and implementation of the overall framework and subsequent strategic elements.

Finally, the Lower Richland Tourism Plan drafted under the leadership of the Conservation Division provides recommendations around agro- and heritage tourism, along with small business development, for the Southeast Richland area. This plan would in part address opportunities as noted within the motion presented. The plan provides varying recommendations for economic development through real estate and other properties, which could provide revenue through direct development, leasing, or other facets.

**Attachments:**

1. Map of Economically Distressed Areas of Richland County



Economically Distressed Communities are defined by one of three factors or a combination thereof based upon census tract geographies as determined by the U.S. Census Bureau:

1. Poverty Rate of 20% or more
2. Median Family Income [MFI] at 80% or below the Metro MFI
3. Unemployment Rate 1.5 times the National Unemployment Rate

A total of 50 Census Tracts [CT] (of 89) can be considered Economically Distressed per the definitions above. Below is a breakdown of the total CTs by indicator:

- o MFI, Poverty, and Unemployment – 19 CTs
- o Poverty and Unemployment – 8 CTs
- o MFI and Poverty – 6 CTs
- o MFI and Unemployment – 2 CTs
- o Poverty – 6 CTs
- o MFI – 5 CTs
- o Unemployment – 4 CTs

The table below provides details on which CTs show which indicator:

Indicator	Census Tract
MFI, Poverty, Unemployment	104.07 – 104.09 – 107.03 – 108.03 109 – 106 – 107.01 – 3 – 117.02 – 2 5 – 105.01 – 1 – 9 – 10 – 13 108.05 – 104.10 – 104.11
Poverty and Unemployment	107.02 – 4 – 30 – 22 – 29 – 110
MFI and Poverty	118 – 11 – 108.04 – 117.01 – 31 26.04
MFI and Unemployment	104.12 – 104.13
Poverty	116.08 – 27 – 21 – 28
MFI	113.03 – 113.04 – 113.05 – 103.04 116.07
Unemployment	120 – 119.01 – 115.02 – 114.17

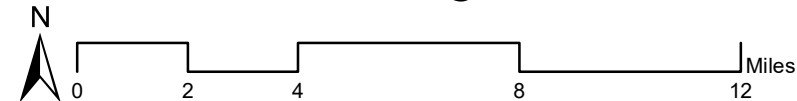
Data Source:  
 U.S. Census Bureau, 2013 -2017 American Community Survey 5 -Year Estimates  
 • B19113 - Median Family Income in the Past 12 Months  
 • B23053 - Employment Status for the Population 16 Years and Over  
 • B17020 - Poverty Status in the Past 12 Months by Age

**Legend**

- Council Districts
- Municipalities
- Indicator**
- MFI, Poverty, and Unemployment
- Poverty and Unemployment
- MFI and Poverty
- MFI and Unemployment
- Poverty
- MFI
- Unemployment

Richland County, SC

**Economically Distressed Communities**



## Richland County Council Request for Action

**Subject:**

Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas.

**Notes:**

April 23, 2019 – The committee recommended Council to to direct Economic Development, in conjunction with staff, to come up with more recent information than the June 2010 NACO documentation, and have information that was previously provided by Anna Lange reviewed and provided to the Economic Development Director for actions he deems appropriate.



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Jeff Ruble, Director  
**Department:** Economic Development  
**Date Prepared:** **Meeting Date:** April 23, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 17, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 18, 2019
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 18, 2019
<b>Other Review:</b>		<b>Date:</b>	
<b>Approved for Council consideration:</b>		Assistant County Administrator	Ashley Powell, AIA
<b>Committee</b>	Administration & Finance		
<b>Subject:</b>	Tax Credits for Green Economy		

**Recommended Action:**

Staff recommends Council direct the Economic Development Department to consider all existing federal, state and local incentives, loans, grants and/or programs available to establish and/or grow green economy in Richland County and apply them when/where appropriate.

**Motion Requested:**

I move to direct the County Administrator to require the Economic Development Department to consider all existing federal, state and local incentives, loans, grants and/or programs available to establish and/or grow green economy in Richland County and apply them when/where appropriate.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The fiscal impact is unknown as there may be a County funded matching component for a grant as well as for tax credits and land provided.

**Motion of Origin:**

“Develop incentives and tax credits for Green Economy. This promotes green collar jobs in environmentally focused industries in environmentally sensitive areas.”

<b>Council Member</b>	Norman Jackson
<b>Meeting</b>	Special Called
<b>Date</b>	November 13, 2018

## Discussion:

Green economy represents the confluence of economic development, workforce development and environmental stewardship.

According to the National Association of Counties (NACo), green economic practices require County economic development and workforce departments to consider the environmental impacts of their decision-making while still ensuring economic growth and job creation. The concept of green economy is predicated on the belief that economic vitality and environmentalism need not be mutually exclusive.

NACo's June 2010 publication *Counties Growing Green Local Economy* identifies trends in strategies utilized by counties to attract green businesses as follows:

- Expedited review processes
- Technical support (e.g.; with finding real estate, financing, land development review processes, etc.)
- Assistance with outside grants, loans and financial support
- In-kind contributions (e.g., of land, infrastructure or support staff)
- Funding relocation
- Grants for targeted green ventures
- Tax credits and refunds for targeted green businesses
- Fee exemptions for local government processes (e.g., development review and building renovation fees)
- Subsidized loans

Clinton County and the City of Wilmington in Ohio established a model program entitled the Ohio Green Enterprise Zone, which was the first of its kind in the country. On July 16, 2009, the City Council of Wilmington unanimously voted to establish the Wilmington Green Enterprise Zone (GEZ). GEZ is funded as a line item of the City of Wilmington's budget and is an innovative policy tool that seeks to spur green business and job creation in Clinton County by bringing about a convergence of two key areas of economic development: local capacity building and targeted financial incentives. Under the GEZ, Clinton County also offers to:

- Serve as a consultant to parties seeking resources at the local, state and federal levels;
- Provide an annual report on regarding the activity and agreements within the GEZ and advise the Mayor of Wilmington and Wilmington City Council on green development issues;
- Provide Green Enterprise Grants (GEG) for qualifying projects that improve material and energy efficiency or deploy advanced energy technologies for new or existing businesses

Efforts like the aforementioned require extensive time, strategic planning and commitment of resources on behalf of local governments. Richland County Government currently maintains an active Economic Development program that focuses on recruiting wealth-generating business and industry to the County and helping existing companies expand. As a part of the Economic Development Department's efforts, it regularly utilizes incentive programs and grants – primarily at the state and local levels, but also occasionally at the federal level – to support quality growth. There currently exists many federal and state incentives, loans, grants and programs that promote the establishment and growth of green economies that are available for Richland County Government's Economic Development Department's utilization.

**Attachments:**

1. NACo's *Growing a Green Local Economy: County Strategies for Economic, Workforce and Environmental Innovation* Green Government Initiative guide
2. List of known, relevant incentives





# Growing a Green Local Economy

## County Strategies for Economic, Workforce and Environmental Innovation

National Association of Counties



# Growing a Green Local Economy

## County Strategies for Economic, Workforce and Environmental Innovation

### Green Government Initiative



#### **About NACO – The Voice of America’s Counties**

The National Association of Counties (NACO) is the only national organization that represents county governments in the United States. Founded in 1935, NACO provides essential services to the nation’s 3,068 counties. NACO advances issues with a unified voice before the federal government, improves the public’s understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money. For more information about NACO, visit [www.naco.org](http://www.naco.org).

To request copies of this publication or other related materials about NACo's Green Government Initiative, please contact:

Jared Lang  
Program Manager, Green Government Initiative  
National Association of Counties  
Phone: (202)942-4224  
E-mail: [jlang@naco.org](mailto:jlang@naco.org)

This issue brief was published in May 2010 and made possible by the generous support of NACo's Green Government Initiative Partners and the U.S. EPA's ENERGY STAR Program. It was written by Jared Lang, NACo Green Government Initiative Program Manager, with contributions from several NACo staff, including Stephanie Osborn, Anita Cardwell, Cindy Wasser, Carrie Clingan, and Erik Johnston, and several NACo member counties. Jack Hernandez performed the graphic design and layout. Several photos used in the publication are courtesy of Green Jobs Now.

The report assembles a wide breath of research and analysis from across the non-profit, academic, and business communities. To follow up on the concepts and strategies highlighted in this document, please refer to the list of sources cited in the back of this publication.



## Growing a Green Local Economy: County Strategies for Economic, Workforce and Environmental Innovation

With new policy attention and investment flowing into “green” economic activity, opportunities are arising for counties to position their communities to take part in the green economy. Pursuing green economic growth is paying off for local governments around the country. Between 1998 and 2007, “green” jobs grew at a faster rate than overall jobs. All sectors of our economy have been hit by the recession, but investments in green technology have fared far better than conventional investments. Looking forward, the green economy presents significant growth opportunities for America’s counties.<sup>1</sup> This guidebook serves as a resource for counties interested in understanding their role in the green economy and tapping into its tremendous potential.

### What is the Green Economy?

The concept of a “Green Economy” is quite new. As such, community and industry leaders have not settled on one clear definition of the green economy. On one end of the spectrum, definitions limit the green economy to simply the clean energy industry. While on the other end of the spectrum, definitions include the greening of every single economic input.

Despite the disparity in definitions, leaders working on green economic issues agree that it represents the confluence of economic development, workforce development, and environmental stewardship. Green economic practices are unique in that they encourage county economic development and workforce departments to account for the environmental impacts of their decision-making, while environmental departments are encouraged to account for the ways their policies effect economic growth and job creation. The concept is predicated on the idea that economic prosperity and environmentalism should be mutually beneficial.

*Defining the Green Economy: A Primer on Green Economic Development*, an analysis of 25 separate studies on the green economy, offers perhaps the clearest definition of the green economy. At its core, the green economy is the clean energy economy, consisting primarily of four sectors: renewable energy (e.g. solar, wind, geothermal); green building and energy efficiency technology; energy-efficient infrastructure and transportation; and recycling and waste-to-energy.<sup>2</sup> Although these are the growth sectors leaders primarily focus on, the green economy is not just about the ability to produce clean energy.

**“To remain competitive in the global economy, we need to discard notions of a dichotomy between economic growth and environmentalism and position our local economies at the forefront of innovation, competitiveness, and wise environmental stewardship.”**

**– Valerie Brown**  
NACo President, Supervisor, Sonoma County, CA






The green economy also includes retrofitting existing products and process improvements that result in efficiency and positive environmental impacts.

### What are the Sectors of the Green Economy?

The integration of economics and environmentalism creates several new industry sectors and requires the re-evaluation of many existing production consumption processes. The sectors impacted by green economic development vary depending on how stakeholders define the green economy. Figure 1 illustrates a green economic sector analysis adapted from *Defining the Green Economy: A Primer on Green Economic Development*.

### County Strategies for Greening Local Economies

Each county has unique challenges that require different approaches to greening their local economy. In order to best meet the needs of NACo members, strategies for impacting the green economy can be broken down into five broad categories:

-  Green Economic Development
-  Resource Efficiency and Green Purchasing
-  Local Production
-  Waste Management
-  Green Infrastructure

The strategies and implementation tools are described in further detail in the following sections. But before delving into the 5 strategies, it should be noted that three overarching themes run across them all.

# Figure 1: Sectors of the Green Economy

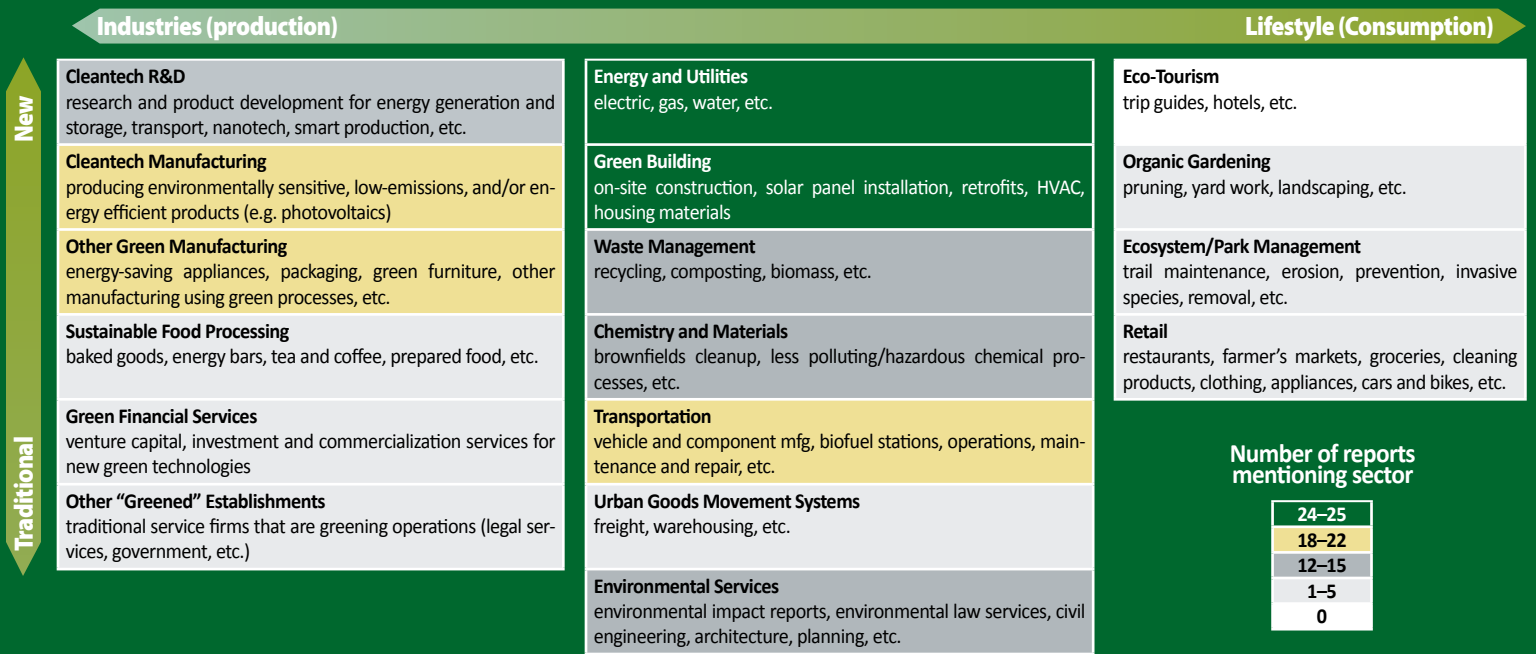


Figure 1 is adapted from *Defining the Green Economy: A Primer on Green Economic Development*. It illustrates the economic sectors most commonly included into the green economy. The key highlights the frequency with which studies performed by industry and public sector leaders included specific sectors. The vertical axis organizes the sectors from traditional economic practices undergoing changes due to the integration of economic and environmental goals to sectors that are now emerging. The horizontal axis organizes the sectors from production to consumption activities.

## Retrofit

The least costly and most efficient way to go “green” is to retrofit existing systems and processes to utilize existing resources more efficiently.

## Grow “Green”

Growth provides a crucial opportunity to incorporate green from the ground up. All production systems can be examined and altered to green standards.

## Consume “Green”

The consuming of products, services, and food has numerous economic and environmental impacts. When purchasing everything, consumers can make efforts to ensure products are produced efficiently and with the least impact to the environment.

By its nature, green economic development results in many social and environmental benefits. For the sake of clarity and brevity, this report focuses almost exclusively on the strategies and economic benefits accruing from the integration of local economic and environmental activities.

## Green Economic Development

Traditional economic development focuses on increasing production of goods and services. Production and exportation are vital for generating local income. Consequently, building export bases dominates much of traditional economic development strategies. In a green economy, traditional economic development strategies are adapted to build business that improves environmental outcomes.

## Green Business Attraction and Retention

Key targets for green economic development commonly include businesses that manufacture components for clean energy generation, perform clean energy and technology research and develop-

ment, and produce new environmentally-friendly versions of traditional products.

Attracting new green business is believed to be most substantial strategy for developing green local economies. Yet, high initial costs for site relocation, research, development, and marketing of green products and services often prevents the private sector from expanding.<sup>3</sup> With that in mind, county government can develop a green economic development strategy that targets incentives to green businesses and reduces barriers of entry into their communities.

## Model Program

### Ohio Green Enterprise Zone Clinton County/City of Wilmington, OH

On July 16th, 2009 the City Council of Wilmington, Ohio unanimously voted to establish the Wilmington Green Enterprise Zone (GEZ)—the first of its kind in the country. Funded as a line item of the City of Wilmington budget, GEZ is an innovative policy tool that seeks to spur green business and job creation in Clinton County by bringing about a convergence of two key areas of economic development: local capacity building and targeted financial incentives. In addition, Clinton County will:

- Serve as a consultant to parties seeking resources at the local, state, and federal levels.
- Provide an annual report on regarding the activity and agreements within the GEZ and advise the Mayor of Wilmington and Wilmington City Council on green development issues.
- Provide Green Enterprise Grants (GEG) for qualifying projects that improve material and energy efficiency or deploy advanced energy technologies for new or existing businesses.<sup>4</sup>

Counties commonly take advantage of several strategies to attract green businesses:

- Expedited review processes
- Technical support (e.g. with finding real estate, financing, land development review processes, etc.)
- Assistance with outside grants, loans, and support
- In-kind contributions (e.g., of land or infrastructure or staff support)
- Paying relocation expenses

In addition, several strategies are designed to both attract and retain green businesses.

- Grants for targeted green ventures
- Tax credits and refunds for targeted green businesses
- Fee exemptions for local government processes (e.g. land development review, building renovation, etc.)
- Subsidized loans

### **Green Economic Gardening**

Economic gardening is an economic development model that embraces the fundamental idea that entrepreneurs drive economies. The model seeks to create jobs by supporting existing companies in a community and helps community members develop new businesses. The concept connects entrepreneurs to resources, encouraging the development of essential infrastructure and providing them with needed information. Economic gardening initiatives provide local entrepreneurs with access to competitive intelligence on markets, customers, and competitors comparable to the resources customarily only available to large firms. This type of development increases local capital and provides income to residents who are likely to stay in the community for the long term. Traditional economic gardening can be adapted to target green business sectors. Services can include:

- County-supported business counselors
- Customized business research
- Market trends
- Industry information
- Customer analysis and identification
- Demographics and psychographics
- Marketing resources/lists
- Industry trends/forecasts, business financial info
- GIS – tools that provide customer locations and trends, drive-time analysis, plot competitor locations

### **Green Jobs and Workforce Training**

Before making location decisions, green businesses examine local demographics to determine whether communities offer the best employee-bases to support their staffing needs. In order to attract and retain green businesses, counties need well-trained workforces. Counties leading the way in green economic development have harmonized workforce training and economic development programs to accelerate green economic outcomes. By analyzing the employment needs of existing green businesses and new businesses counties want to attract, they can develop workforce training programs to train workers for available jobs.

Green jobs may be new, but most are achievable by transforming existing roles and retraining workers. The newly created White House Task Force on Middle Class Working Families defines green jobs as jobs that 1) involve tasks associated with improving the environment; 2) provide sustainable family wages, health and retirement benefits, and decent working conditions; and 3) are available to di-

## **Model Programs**

### **Pueblo County Economic Gardening Program Pueblo County, CO**

The Pueblo County, Colo., Geographic Information Systems (GIS) Department offers consulting services for local businesses to help them find optimal locations and grow in the community. The GIS department uses software from Redlands, Calif.-based ESRI that supports a variety of analysis and mapping needs, and provides demographic, business and shopping center data as well as the ability to incorporate in-house data.

Christopher Markuson, GIS manager for Pueblo County, and his team help business owners analyze and map demographic data and find valuable sources of information to improve their business models. They recently helped a local Web-based business that wanted to improve market penetration nationwide and Pueblo Community Health with a fundraising campaign. When last studied in September 2009, Markuson said, “We’ve tracked 58 new jobs emerging from the businesses we’ve helped grow, bringing in over \$2.8 million of new revenue into the county.” Markuson also noted that most of the new jobs paid livable wages (\$45,000 each on average), offered benefits, and had little potential to move out of the community. For more information on the program, please visit [www.pueblobusiness.org](http://www.pueblobusiness.org).

### **Boulder County Green Jobs Pipeline Boulder County, CO**

The Green Jobs Pipeline Partnership is a collaborative effort of Boulder County Housing and Human Services, Boulder County Housing Authority, Boulder County Community Services and Workforce Boulder County. The county piloted renewable energy and energy efficient projects for the Boulder County Housing Authority—providing paid internships and on-the-job training for low-income workers. The process links workforce demand with training for people in specific sectors—creating a pipeline from unemployment to work.

The program has weatherized 500 homes throughout Boulder, Broomfield, Larimer & Gilpin Counties—upgraded with cutting edge life/safety and energy efficiency enhancements. The training includes include soft skills, pre-apprenticeship training, and wraparound services that are needed to serve ex-offender, youth and other hard to serve populations. The goal is to build sustainable public-private partnerships that ensure Boulder County residents can find pathways out of poverty.<sup>6</sup>

verse workers from across the spectrum of race, gender, and ethnicity. In forming these jobs and sectors, county green workforce training strategies and programs should incorporate both the demand for trained employees and existing supply already available within communities.<sup>5</sup>

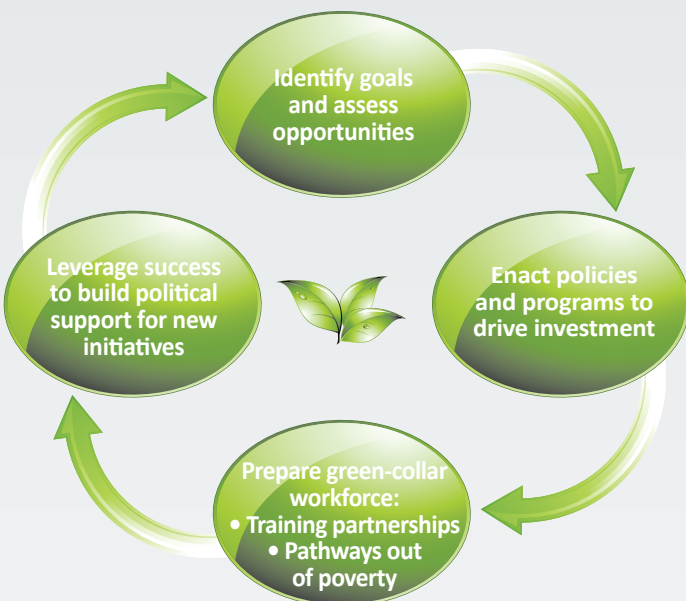
The National Association of Counties has performed extensive work on green jobs issues. For more information, please refer to NACO’s Issue Brief County Economic Development and Green Jobs: The Role of County Officials.

## Workforce Training Partnerships

Because the connections between local demographics, existing skills, workforce training, and employment are so complex, effective workforce training requires partnership across communities. For decades local workforce boards have been utilized to foster community partnership. When building partnerships and initiating efforts to train workforces for green employment, this is a great place to start. These are the common participants in green job training:

- County and city government leaders
- State government leaders
- Non-profit job training organizations
- Unions
- Local Businesses
- Community Colleges
- Universities

## Stimulating Green-Collar Jobs and Opportunity in the New Energy Economy



The diagram depicts the process by which counties can develop their local green workforces. The cyclical representation illustrates the iterative nature of green workforce development strategies.<sup>7</sup>

## Resource Efficiency and Green Purchasing

In addition to green economic development strategies that increase production and supply, there are additional, often more effective, methods for building green local economies. Resource Efficiency and Green Purchasing are two broad strategies for addressing the consumption-side of the green economy—harnessing community buying power and demand for energy, water, and green products. Simply by more efficiently utilizing resources, counties can:

- Reduce the cost of running local government
- Reduce the cost of doing business for existing green businesses
- Lower barriers of entry for new green businesses
- Reduce utility costs for homeowners, improving community quality of life and attracting a stronger workforce.
- Reduce the negative impacts on the environment caused by resource use

## Buildings

The built environment is a vital component of all economies. The way homes, businesses, civic institutions, and infrastructure are built, designed, and maintained has broad implications for resource consumption. As a result, pursuing resource efficiency in local building stocks can create new jobs and increase counties' attractiveness. Building energy efficiency measures include:

- Upgrading mechanical and electrical systems
- Replacing lighting and lighting controls
- Adding energy management and information systems
- Upgrading heating, ventilation and cooling air conditioning (HVAC) systems
- Incorporating low-flow water fixtures
- Developing renewable energy capacity
- Distributed generation
- Combined heat and power (CHP)
- Covering roofs with reflective materials
- Replacing windows
- Adding insulation

Counties can lead by example by performing energy efficiency upgrades in their own facilities. At the same time, counties can also leverage their resources by pursuing community-wide energy efficiency strategies that influence local businesses and residences. For more information see NACo's *Internal County Energy Management Strategies Factsheet*.

## Green Building Tools and Standards

A 2008 CoStar Group, Inc. study found that green buildings standards in the U.S. were "adding value" to buildings, as exhibited in higher occupancy levels, rents and sales prices as compared to traditional commercial properties.<sup>8</sup> Several commonly used tools to green buildings include:

- The U.S. Green Building Council's *LEED Rating System* is an internationally recognized green building certification system, providing third-party verification that buildings and communities are designed and built using sustainable strategies.<sup>9</sup>
- *National Green Building Standard* defines green building for single and multifamily homes, residential remodeling projects and site development projects, while still allowing for the flexibility required for regionally-appropriate best green practices.<sup>10</sup>
- *ENERGY STAR* offers several tools for managing energy use in buildings. Portfolio Manager is an interactive energy management tool that allows users to track and assess energy and water consumption across their entire portfolio of buildings in a secure online environment. Whether you own, manage, or hold properties for investment, Portfolio Manager can help you set investment priorities, identify under-performing buildings, verify efficiency improvements, and receive EPA recognition for superior energy performance.<sup>11</sup>
- The *ENERGY STAR Building Manual* is a strategic guide to help plan and implement profitable energy saving building upgrades. Users can maximize energy savings by sequentially following the five building upgrade stages.

Counties can offer incentives such as density bonuses or expedited review processes (Arlington County, VA), or enact regulations that require buildings to meet green building standards (Los Angeles County, CA). For sample incentives and regulations to encourage the use of these tools, please see the database available at [www.greencounties.org](http://www.greencounties.org).

## Energy Efficiency Financing Mechanisms

With the challenges local governments are facing, the National Association of Counties understands that it is difficult to find funding for green building initiatives. As a result, the Green Government Initiative is dedicating much of its resources to helping counties find new financing methods. Included are several traditional and new models for financing energy efficiency.

- Counties can apply for grant funding from federal, state and non-profit sources to fund energy efficiency improvements.
- **Performance Contracting** is a model used by counties to pay for energy efficiency upgrades with the savings they create. Loans are taken out up-front and paid off over time with the savings they create.
- **Property Assessed Clean Energy (PACE)** programs enable counties to loan funds to residents and businesses for energy efficiency retrofits. Proceeds are repaid 20 years via an annual assessment on their property tax bill.
- **Revolving Loan Funds** enable counties to create a pool from their existing resources to loan over and over again for energy efficiency retrofits. Loan interest and fees replenish the fund and cover maintenance.
- **Loan Loss Reserves** can be set up to back-up traditional loans made by private lenders—in turn reducing loan interest rates, which makes loans much more affordable and increases the benefits of making energy efficiency investments.

For more information on green building in counties, please see *Counties & Commercial Green Buildings Factsheet*<sup>12</sup> and *Counties & Residential Green Building Standards*.<sup>13</sup> There are also several factsheets available on the models include here at [www.greencounties.org](http://www.greencounties.org).

## Operations

The daily operations of both public and private facilities offer an inordinate number of opportunities to increase efficiency. These strategies are just as valuable for creating new jobs and revenue for local communities as business attraction and workforce development. Often, these strategies take less capital, expertise, and time to implement. Hence, they the most popular and most often pursued strategies.

## Green Procurement

Green procurement is the selection of products and services that minimize environmental impacts. Strategies include:

- Office Supply Purchasing Policies
- Green Cleaning Policies
- Green Building Operations Policies

For sample resolutions and purchasing policies, please visit NACo's Green Government Database.<sup>14</sup>

## Fleet Management

Fleet (vehicle) management can include a range of functions, such as vehicle financing, vehicle maintenance, vehicle telematics (tracking and diagnostics), driver management, fuel management and health & safety management. Fleet Management provides opportunities to remove or minimize the risks associated with vehicle investment, improving efficiency, productivity and reducing overall transportation costs. For more information on fleet management strategies, please see NACo's Transportation and Alternate Fuels Resources at [www.greencounties.org](http://www.greencounties.org).<sup>15</sup>

## Local Business Community Efficiency

By influencing local businesses to reduce energy and water consumption, counties can increase their attractiveness to companies that create green jobs and skilled workers. The National Association of Counties Green Government Initiative has produced several publications on methods for undertaking community-wide energy efficiency—including policies and action plans.

## Residential Efficiency

By influencing the reduction of energy and water consumption in homes, counties can increase resident quality of life and make their communities more attractive to the employees that green businesses desire. The National Association of Counties has identified several strategies to reduce residential energy and water consumption.

## Operations Tools and Standards

Green standards provide defined guidelines for local businesses. Some common standards and regulations include:

- *Green Plus* is a program that educates and certifies small and medium sized businesses in triple bottom line sustainability. The organization offers benchmarking tools and strategies for green business operation and procurement.<sup>16</sup>
- *Green Seal* offers certification for local businesses looking to green their products and services.<sup>17</sup>
- *LEED for Existing Buildings Rating System* helps building owners and operators measure operations improvements and

## Model Programs

### Green Business Partnership Sarasota County, FL

The Green Business Partnership is a collaborative effort of businesses, business organizations and county government. It was initiated through an innovative grant awarded by the Florida Department of Environmental Protection to Sarasota County. An on-site certification assessment to verify the performance of applicant businesses to the Green Business Partnership standards. Certification is valid for three years, after which a recertification process is required. Local businesses are seeing noticeable results due to their participation in the program. For example:

- Carlson Studio Architecture is saving more than \$1,600/year by conserving energy and water
- Children's World Uniform Supply reduced its paper consumption 50 percent
- Mirasol FAFCO Solar reduced its garbage costs 50 percent .
- The John and Mable Ringling Museum of Art reduced energy consumption and saved \$100,000/year<sup>24</sup>





maintenance on a consistent scale, with the goal of maximizing operational efficiency while minimizing environmental impacts.<sup>18</sup>

- The US Environmental Protection Agency's **ENERGY STAR** Program provides many platforms that can be used to leverage county resources to promote energy efficiency throughout the community.
  - » The "Change the World, Start with ENERGY STAR" campaign is designed to encourage local residents to pledge with millions of others to take small, individual steps to conserve energy. Energy Star offers a process for how to set up a competition.<sup>19</sup>
  - » *Energy Star's Guidelines for Energy Management* offers a proven strategy for superior energy management and financial performance with tools and resources to help each step of the way.<sup>20</sup>
  - » *Energy STAR's Residential Program* offers tools and resources for how local residents can improve energy efficiency in their homes.
- The US Environmental Protection Agency's *WaterSense* Program helps consumers identify water-efficient products and programs that meet *WaterSense* water efficiency and performance criteria. *WaterSense* offers products, programs, and practices to help save water and money and encourage innovation in manufacturing.
- *Residential Energy Services Network (RESNET)* Certified Auditors provide *Home Energy Rating (HERs)* and offer strategies for meeting Energy Star Performance Standards.

## Local Production and Utilization

Producing and consuming locally builds community wealth, increases regional self-reliance and economic security, and eliminates the environmental impacts associated with transporting goods over long distances. Due to the multiplier effect, the positive impacts of local expenditures ripple throughout entire local economies. The local economic chain works something like this:

1. manufactures create jobs by producing goods in a community
2. on-site jobs and income are created by distributing and installing the goods
3. and additional jobs and economic activity are created by supplying goods and services to people in the primary green activity.

More specifically, local manufacturing can produce high quality jobs and export products. Locally-sourced food can provide better quality food at a lower cost to communities. Locally-sourced renewable energy can reduce the cost of living for local residents, the cost of doing business for businesses, and create security in the energy supply.

### Local Food Systems

The way we produce, process, and consume food has major implications for green economic growth and environmental quality. The term "foodshed" is used to examine local food systems in a holistic manner and create more sustainable methods for producing and consuming food. Foodsheds include everything from where food is produced to where it is consumed—including the land it grows on, the routes it travels, the markets it goes through, the way its eaten, and its disposal. Many "eat local" campaigns utilize a simple 100-mile radius, but local foodsheds are unique to different communities. Each community can perform an analysis to determine the unique scale and make-up of their local foodshed.

### Food Policy Councils

A food council is a group of stakeholders that provides support to governments and citizens in developing policies and programs related to the local food economy. County governments can support



Strategies to improve the food system should include interventions at each stage of the system.

food councils by sponsoring their creation and providing technical support, in-kind contributions (e.g. office space, funding, staff assistance, etc.), and political legitimization from elected officials.

### Farm to School

Farm to school programs take advantage of the buying power of school districts to support local farms—both providing food at discounted rates to school districts and fueling local economic activity. School districts purchase produce and local agricultural products from farms to serve as part of school meals. Counties that directly control school districts can develop local food purchasing policies. Otherwise, counties can indirectly support farm-to-school programs by providing the capacity to apply for grants, leadership to create partnerships, and help farms to build capacity to provide food in the form that schools can immediately use.

### Food Infrastructure Development

Food supply infrastructure includes growers, suppliers from which to purchase seeds, tools and machinery facilities in which to store goods, processing and packing facilities to transform raw products into marketable ones, and shipping and distribution methods to deliver products to buyers. To help develop food system infrastructure, counties can streamline permit processes and offer financial aid for food producers, targeted tax rebates, political support and favorable zoning regulations.

### Agriculture Conservation Easements

Agricultural conservation easements are deed restrictions landowners voluntarily place on their property to keep land available for agriculture and ensure it does not get developed. County governments can support agricultural conservation easement programs first and foremost by passing legislation that allows for their establishment. In addition, counties can provide capacity and technical assistance to help set them up.

### Community Gardens and Urban Farms

Community gardens are spaces in urban and suburban communities where residents can grow food and plants. They are public spaces

that are managed and maintained with the active participation of community residents. By enabling citizens to grow their own food, community gardens reduce family food budgets, create food security, and offer income producing opportunities. In addition, community gardens offer opportunities for restoring vacant lots, which in turn raises local property values and improves community health.

For more information on how counties can influence food systems, please see refer to *Counties and Local Food Systems*.<sup>25</sup>

## Renewable Energy Generation

Renewable energy technologies offer economic advantages for two main reasons: (1) they are labor intensive, so they generally create more jobs per dollar invested than conventional electricity generation technologies, and (2) they use primarily indigenous resources, so most of the economic ripple effect is realized within the local community. In fact, The Wisconsin Energy Bureau estimates that renewable energy generation creates three times as many jobs as the same level of spending on fossil fuels.<sup>26</sup>

Across the country, counties are pursuing wind energy generation, solar, geothermal, biomass, and smart grid technologies. The following strategies can be pursued to increase renewable energy generation in counties:

- Pursue renewable energy generation in conjunction with energy efficiency retrofits of county buildings.
- Offer tax and financial incentives, such as Property Assessed Clean Energy (PACE).
- Offer county residents and businesses with assistance utilizing state and federal tax rebates and benefits for renewable energy.
- Assisting large energy developers with siting and permitting.
- Offer positive messages.
- Communication during the development and operation of any energy project of scale is critical. Counties can effectively communicate the impacts of project with the community at all stages of development and operation.

For more information on wind energy development, please see the *Wind Energy Guide for County Commissioners*.<sup>27</sup> And despite its name, the U.S. Department of Energy's *Solar Cities Program* also offers great tools and funding opportunities for counties.<sup>28</sup>

## Waste Stream Management

By reducing the costs and negative externalities associated with waste disposal, counties are creating jobs and reducing the costs of doing business. Counties with competitive business environments understand full-well the value of sustainable waste management. Many local governments have adopted aggressive solid waste management programs. The County of Hawai'i, for example, has declared its intention to develop a zero waste future. Achieving this goal will require innovative technologies to reduce the waste stream, increase recycling rates, and transform waste to energy without relying on incineration.

Private waste companies can provide the expertise to bring about new ways of managing solid waste, while creating jobs and reducing environmental impacts in the process. For instance, Waste Management International has announced plans to fundamentally transform its operating model from that of a "waste" company to a "materials" company. Because of the significant role counties play in waste management, the green transformation of the waste industry creates tremendous opportunities for counties.<sup>29</sup>

## Commingled versus Single Stream Recycling

Commingled recycling requires residents to separate all paper in one bin and all containers (plastic, glass, etc.) in another. Single Stream recycling enables all recycles to be placed in one bin—making it easier to recycle but increasing contamination. Both strategies have unique benefits and drawbacks, but, no question, single stream recycling is increasing in popularity.<sup>30</sup> Considering the goal of recycling programs is to earn the highest possible diversion rates, counties should examine the characteristics of their communities and determine which strategy is best.

## Landfill Gas to Energy Recovery Systems

Landfill gas is produced when microorganisms break down organic material in landfills, and is comprised of approximately 50-60 percent methane and 40-50 percent carbon dioxide. At most landfills in the United States, these greenhouse gases are simply burned off, or "flared." According to EPA data, there are currently 425 landfills with LFGTE projects in the U.S. that power more than 1 million homes. They estimate that there are about 570 landfills that have the potential to develop LFGTE projects in the future. National Association of Counties staff can connect counties to organizations that can help them assess whether the landfills in their communities are viable candidates for LFGTE projects.

### Landfill-Gas-to-Energy Recovery Systems

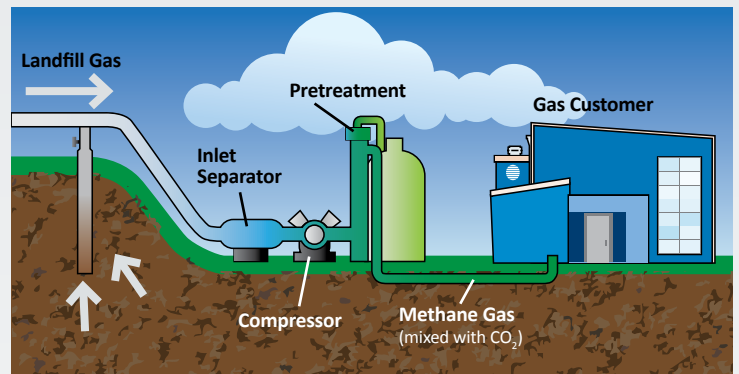


Figure adapted from NST/Engineers, Inc.

## Construction Recycling

The construction waste stream is one of the largest components of the overall waste stream. Hence, many counties focus efforts specifically on construction recycling. They provide the tools and assistance needed to help contractors obtain the highest diversion rates on construction, demolition and deconstruction projects. Tools available include sample jobsite waste guidelines, waste management plan templates, sample recycling specifications, directories of local recyclers. Technical assistance can include presentations to jobsite workers on building material reuse, salvage, and recycling, and site visits to assess diversion options. In addition, counties can require that all building permits have plans that comply with county reuse and recycling targets.

## Composting

Composting offers an effective method for diverting waste from landfills, while at the same time providing viable mulch for local agriculture. Counties can facilitate composting by residents and local businesses with demonstrations at county facilities. Strategies include:

- Developing education, training and initiatives to promote composting on farms, homes, and businesses
- Modify county code to include reasonable composting rules for the commercial and industrial sector

## Landfill Redesign

New waste stream management methods require landfills to re-tool. Strategies include:

- Accept and sort commingled recyclables
- Recover and sell reusables
- Establish organic material and rock grinding services
- Install full signage and demonstrations in county facilities

## Waste Management Training and Social Marketing

- Train the trainers, technicians, regulators, residents, businesses
- Facilitate research required to support sound resource management, including facilitation of public, private, and academic partnerships

## Sustainable Design and Planning

Land use decisions significantly impact resource use, environmental quality, and economic activity. As a result, planning and zoning authority provides counties with powerful tools for influencing the green economy. By encouraging smart, coherent land use decisions, counties can increase the quality of life of local residents and improve the local business environment.

## Commercial Corridor Revitalization

Strong business corridors build strong neighborhoods and create community wealth—increasing property values, attracting businesses, and increasing economic stability. Counties can build the capacity of communities, merchant groups, and community-based organizations to strengthen the physical, social, and economic character of their neighborhoods—with a keen eye on attracting green businesses. County corridor revitalization programs can include community planning, hands-on implementation assistance, grant funding, analysis of market data, trainings and peer networks, and green business attraction.

## Open Space Conservation

In its most basic form, open space is land that has not been developed for intensive human use; it has no (or very few) buildings, roads, or other structures. Open space conservation has intrinsic value to the environment, but it can also be viewed as a green economic development strategy.<sup>31</sup> Homes and businesses located in communities with strategic open space conservation programs experience higher property values. Open space is a financially valuable community amenity.

## Green Infrastructure Development

Green Infrastructure is a network of waterways, wetlands, woodlands, wildlife habitats and other natural areas of countywide significance that supports native species, maintains natural ecological processes, sustains air and water resources, and contributes to health and quality of life. As an interconnected system, green infrastructure provides greater environmental viability, value, and function than the sum of the individual resources. Green Infrastructure can include simple low impact development techniques such as small patches of grass and trees as well as large-scale managed use of wetlands as water treatment components. Effective management of green infrastructure also creates jobs and fosters economic growth. Some strategies for building county green infrastructure include:<sup>32</sup>

- Create a plan for green infrastructure management and development—including identifying existing assets and gaps.
- Build a countywide map of existing and desired green

## Model Programs

### EcoComplex Catawba County, NC

The EcoComplex evolved out of a need to meet legislation enacted by North Carolina in 1989 mandating that all landfills reduce solid waste by 40% by 2001. Catawba County faced a greater challenge than most of its peers due to the fact that its waste stream was approximately 78% industrial, which is most difficult to reduce. The EcoComplex was developed to recover all useable products and by-products from a group of private and public partners, and use the waste products as either sources of energy or as raw materials in the production of products (pallets, lumber, compost, brick shapes/art). The EcoComplex currently creates enough renewable energy to power approximately 1,200 average sized homes, and an expansion of production to 2,400 homes will be completed in the near future. To date, benefits include:

- Generating \$20 million for Catawba County's tax base
- Increasing the life of current landfill by 35 years
- Enabling Catawba County to consistently hold the position as the #2 recycler in North Carolina

### Community-wide Green Infrastructure Plan Alachua County, FL

Alachua County, Florida is a county of 252,388 people in North-Central Florida—including urban, suburban, and rural growth patterns. The County's Green Infrastructure Investment Strategy entails protecting green infrastructure through land acquisition, land use authority, development regulations, and community outreach.

The County has addressed green infrastructure through its Comprehensive Plan and land development code, promotes Low Impact Development (LID), maintains urban boundaries, and enforces non-point source clean water mandates for impaired local water bodies. Some resource protection standards include requiring large natural buffers along all water features, requiring open space and connectivity between developments, requiring minimum percentages of preserved tree canopy coverage, and offering a transfer of development rights (TDR) program. The county estimates that their preservation efforts have resulted in \$150 million benefit to local property owners and \$3.5 million per year in tax revenue for the county.<sup>34</sup>

- infrastructure that can be readily updated.
- Streamline the preparation of environmental information and recommendations for area master plans.
- Facilitate a more environmentally effective review and mitigation process for all development projects.

For more information on county green infrastructure strategies, please see NACo's Green Infrastructure Program.<sup>33</sup>

## Green Policy and Planning

Counties excel as thought leaders, organizers, and conveners. At the same time, all the strategies illustrated in this document will

## Model Programs

### Zero Waste Plan for the County of Hawai'i

#### Hawai'i County, HI

In December 2007, the County Council adopted a resolution to “embrace and adopt the principles of zero waste as a long-term goal for Hawai'i County.” The zero waste philosophy promotes the efficient use of materials to eliminate waste and pollution by emphasizing a closed-loop system of production and consumption, and moving in logical increments toward the goal of zero waste.

Concurrent with the adoption of the resolution, the County formed the Solid Waste Advisory Committee (SWAC) and contracted with a consultant to develop the Zero Waste Plan for the County of Hawai'i (February 2009). The recommendations in the Plan are projected to increase the County's current recycling rate of 29 percent to a rate of 44 percent by the end of the planning period of 2015. The plan is designed to recover almost \$11,000,000 from the waste stream and maintain 684 new jobs at the same time.<sup>35</sup>

## Economic Benefits of Green Infrastructure

### Economic growth and investment

Businesses attract and retain more motivated staff in environments with green amenities

### Land and property values

Views of natural landscapes can add up to 18% to property values

### Labor productivity

Green spaces near workplaces reduce sickness absence, increasing productivity

### Tourism

Eco-tourism supports jobs

### Products from the land

Agriculture serves as an employment base

### Recreation and leisure

Footpaths, cycle paths and bridleways enable healthy, low-cost recreation

### Health and well being quality of place

Residents receive health benefits from natural environments

### Land and biodiversity

Green infrastructure provides vital habitats and jobs managing the land

### Flood alleviation and management

Urban green spaces reduce pressure on drainage and flood defenses

### Climate change adaptation and mitigation

Green infrastructure can counter soaring summer temperatures in cities

require the establishment of effective policies and planning to be implemented. Well-developed plans offer counties the opportunity to capture as many positives of the green economy as possible, while leaving behind the negative externalities of resource use and economic development.

### Comprehensive Planning

Incorporating integrated land use and transportation that reduce resource use and, in turn, improve the environment for green business development.

### Air Quality Planning

Air quality is the broadest indicator of environmental quality. Effective air quality planning will be required to best meet new EPA air quality standards and ensure local communities can control costs associated with running government and businesses.

### Integrated Energy Management Planning

Communities are beginning to view energy as a top priority to ensure their economic competitiveness. Hence, they develop community energy use plans that coincide with their comprehensive plans.

### County Building Codes

County building codes can be amended to support resources efficient design and planning.

### Integrated Waste Management Plans

Plans includes important solid waste goals to help achieve environmental sustainability—including efficient waste disposal and waste diversion strategies, such as recycling and composting.

## Action Steps

Each county has unique challenges that require different approaches to greening their local economy. As a result, this section does not pretend to provide a one-size-fits-all approach, but offers some strategies to work from.

### Green Economy Task Force

A Green Economy Task Force can be established to advise the county commissioners on scoping the size of the local green economy, developing goals, and pursuing projects. The task force can also be a hub for partnerships between county departments, schools, local economic development corporations, residents, and businesses.

### Assessment

Once the county establishes a group to drive the work around greening the local economy, the next step is to analyze the existing landscape. Here are some potential steps for doing so:

1. Identify model jurisdictions that have successfully developed green economic development initiatives
2. Create an inventory of the county's green industrial sectors
  - Identify the short-term and the long-term green economy sectors where the county has a competitive advantage and should focus on in terms of cluster development.
  - Identify the criteria that companies in these selected sectors most often use to select locations for their firms.

3. Establish a baseline of the county green economy Sample Inventory:<sup>37</sup>

The above figure is adapted from a diagram developed in 2008 by the consulting firm Ecotech in the *Economic Value of Green Infrastructure*.

## Model Programs

### Green Economy Task Force and Economic Development Strategy Montgomery County, MD

County Executive Isiah Leggett appointed the Green Economy Task Force, a group of leaders drawn from a variety of business, financial, academic and professional organizations, to undertake one of the most thorough planning exercises completed to date on the county role in the greening the local economy. The Task Force coordinated its work with the county's Sustainability Working Group, a separate group tasked with identifying actions to meet greenhouse gas reduction goals. The Green Economy Task Force began with an effort to assess their local green economy and, in April 2010, released an action plan detailing strategies for attracting green businesses and growing green jobs. The action plan is unique to the County, but the process offers some valuable lessons for America's counties. Implementation recommendations include seven county policy advances, three strategies for financing green economic development, two strategies for workforce training, four strategies for building public support, and three strategies for measuring growth.<sup>36</sup>

- Green Technology Companies
- Green Manufacturing
- Corporations Going Green
- Green Service and Product Providers
- Green Venture Funding
- Green Technology R&D
- Green Technology Education and Workforce Training
- Green Demonstrations
- Green Incubators

#### 4. Develop future goals

- The detail of the analysis really depends on resources. Some counties access the economy to the best of their knowledge with internal staff and community leaders. Some counties hire consultants.

#### Developing a Plan

Once counties understand the current state of their green economies, they can create plans for reaching where they would like to be. The plans can be comprised of these sections: Action Steps, Projects, Funding, Policy, Partnership, Regulations, and other recommendations and opportunities that will foster green workforce development and business attraction. Include projections for the county green economy as a result of implementing the plan.

#### Plan Development Tips:

- A very collaborative process is the key to success
- Draw on work done nationally, i.e. Climate Prosperity Project, Apollo Project, Maryland Clean Energy Center, Clean Energy States Alliance, Green For All, etc.
- Customize strategy to your county
- Leverage federal and state funding
- Position your county as a leader in the state and nation
- Prioritize projects
- Perform projects in phases

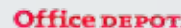
## End Notes

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2. Kate Gordon and Jeremy Hays, Green-Collar Jobs in America's Cities: Building Pathways out of Poverty and Careers in the Clean Energy Economy (Apollo Alliance and Green for All, 2008). <http://www.apolloalliance.org/downloads/greencollarjobs.pdf>
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## About the NACo Green Government Initiative

The NACo Green Government Initiative serves as a catalyst between local governments and the private sector to facilitate green government practices, products and policies that result in financial and environmental savings. Launched in 2007, the Initiative provides comprehensive resources for local governments on all things green, including energy, green building, air quality, transportation, water quality, land use, purchasing and recycling. For more information contact Jared Lang, NACo Program Manager, Green Government Initiative at 202.942.4224 or [jlang@naco.org](mailto:jlang@naco.org).

NACo wishes to thank its Green Government Initiative Partners for their support in this effort. NACo's Green Government Initiative Partners are all working hard to develop the solutions counties need to build their local green economies. Without their support, this work would not be possible.



Name	Provider	Type	Description
ConserFund	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Loan	ConserFund is a revolving loan program administered by the Energy Office for energy efficiency improvements.
ConserFund Plus	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Loan	Like ConserFund, ConserFund Plus is a revolving loan program, but borrowers can receive 30% of the loan.
Energy Efficiency Revolving Loan	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Loan	ConserFund Loan Projects banner
Mini-Grants	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Grant	The Energy Efficiency Revolving Loan (EERL) program.
South Carolina Diesel Emissions Reduction Act (DERA) Grants	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Grant	The US Department of Energy has awarded funding to the SC Office of Regulatory Staff (ORS) Energy Office.
USDA Rural Energy for America Program	SC Office of Regulatory Staff (ORS) Energy Office (EO)	Grant	Diesel emissions make up a significant portion of the mobile source air pollution in South Carolina.
Environmental Sustainability	National Science Foundation	Grant	The Rural Energy for America Program (REAP) provides financial assistance to agricultural producers.
Environmental Engineering	National Science Foundation	Grant	The Environmental Sustainability program is part of the Environmental Engineering and Sustainability cluster.
Catalysis	National Science Foundation	Grant	The Environmental Engineering program is part of the Environmental Engineering and Sustainability cluster.
2019 Wood Innovations Funding Opportunity	Forest Service	Grant	The Catalysis program is part of the Chemical Process Systems cluster, which also includes 1) Electrochemical Overview Information
Biofuels Distribution Infrastructure Tax Credit	South Carolina	Tax Incentives	Catalog of Domestic Assistance number is 10 674
Biofuels Production Facility Tax Credit	South Carolina	Tax Incentives	A taxpayer that purchases, constructs, or installs, and places into service a qualified commercial facility for
Hydrogen and Fuel Cell Tax Exemption	South Carolina	Tax Incentives	A taxpayer that constructs and places into service a commercial facility for the production of biofuel is eligible.
Battery Manufacturing Tax Incentive	South Carolina	Tax Incentives	The following are exempt from state sales tax: 1) any device, equipment, or machinery operated by hydrogen.
Alternative Fueling Infrastructure Tax Credit	South Carolina	Tax Incentives	For taxation purposes, the taxable fair market value of manufacturing machinery and equipment purchased for
Alternative Fuel Vehicle (AFV) Revolving Loan Program for Public Entities	South Carolina	Loans and Leases	An income tax credit is available for 25% of the cost to purchase, construct, and install qualified alternative.
Alternative Fuel Vehicle (AFV) Revolving Loan Program for Private Entities	South Carolina	Loans and Leases	The South Carolina Energy Office (SCEO) provides low interest loans for a variety of energy efficiency.
Alternative Fuel Vehicle and Infrastructure Financing	South Carolina	Loans and Leases	The South Carolina Business Development Corporation provides low interest loans for a variety of energy.
Hydrogen and Fuel Cell Tax Exemption	South Carolina	Exemption	The South Carolina SAVES (SCSAVES) Green Community Program provides low cost financing to.
Idle Reduction Weight Exemption	South Carolina	Exemption	The following are exempt from state sales tax: 1) any device, equipment, or machinery operated by hydrogen.
Natural Gas Vehicle (NGV) Weight Exemption	South Carolina	Exemption	Any motor vehicle or combination of vehicles equipped with idle reduction technology is allowed to exceed the
Alternative Fuel Vehicle and Infrastructure Financing	South Carolina	Financing	A vehicle powered primarily by natural gas may exceed the state's gross single axle, tandem axle, or bridge.
Advanced Biofuel Feedstock Incentives	US Department of Agriculture	Financing	The South Carolina SAVES (SCSAVES) Green Community Program provides low cost financing to.
Advanced Biofuel Production Grants and Loan Guarantees	US Department of Agriculture	Loans and Leases	The Biomass Crop Assistance Program (BCAP; Section 9010) provides financial assistance to landowners and
Advanced Biofuel Production Payments	US Department of Agriculture	Payments	The Biorefinery Assistance Program (Section 9003) provides loan guarantees for the development.
Advanced Energy Research Project Grants	US Department of Energy	Grant	Through the Bioenergy Program for Advanced Biofuels (Section 9005), eligible producers of advanced biofuels
Advanced Technology Vehicle (ATV) and Alternative Fuel Infrastructure Manufacturing Incentives	US Department of Energy	Loans and Leases	The Advanced Research Projects Agency - Energy (ARPA-E) was established within the U.S. Department
Alternative Fuel Tax Exemption	US Internal Revenue Service	Exemption	Through the Advanced Technology Vehicles Manufacturing Loan Program, manufacturers may be
Alternative Fuel and Advanced Vehicle Technology Research and Demonstration Bonds	US Internal Revenue Service	Bonds	Alternative fuels used in a manner that the Internal Revenue Service (IRS) deems as nontaxable are.
Biodiesel Education Grants	US Department of Agriculture	Grant	Qualified state, tribal, and local governments may issue Qualified Energy Conservation Bonds subsidized by the
Ethanol Infrastructure Grants and Loan Guarantees	US Department of Agriculture	Grants and Loan Guarantees	Competitive grants are available through the Biodiesel Fuel Education Program (Section 9006) to educate
Idle Reduction Equipment Excise Tax Exemption	US Internal Revenue Service	Exemption	The Rural Energy for America Program (REAP) provides loan guarantees and grants to agricultural
Improved Energy Technology Loans	US Department of Energy	Loans and Leases	Qualified on-board idle reduction devices and advanced insulation are exempt from the federal excise tax.
Low and Zero Emission Public Transportation Research, Demonstration, and Deployment Funding	US Department of Transportation	Financing	The U.S. Department of Energy (DOE) provides loan guarantees through the Loan Guarantee Program to
Natural Gas Vehicle (NGV) Weight Exemption		Exemption	Financial assistance is available to local, state, and federal government entities: public transportation
Qualified Plug-In Electric Vehicle (PEV) Tax Credit	US Internal Revenue Service	Tax Incentives	NGVs may exceed the federal maximum gross vehicle weight limit by an amount equal to the difference of the
Value-Added Producer Grants (VAPG)	US Department of Agriculture	Grant	A tax credit is available for the purchase of a new qualified PEV that draws propulsion using a traction
Clean Agriculture	US Environmental Protection Agency	Program	Value-Added Producer Grants (VAPG) are available to help independent agricultural producers enter into or
Clean Construction	US Environmental Protection Agency	Program	Clean Agriculture is a voluntary program that promotes the reduction of diesel exhaust emissions from
Pollution Prevention Grants Program	US Environmental Protection Agency	Program	Clean Construction is a voluntary program that promotes the reduction of diesel exhaust emissions.
			The Pollution Prevention (P2) Grants Program supports state and tribal technical assistance, education, and

Utility solar power incentives	Duke Energy Progress	Rebate Program	Duke Energy Progress' Solar Rebate Program, a part of Duke Energy's voluntary Distributed Energy Resource
Utility solar power incentives	Santee Cooper	Loan	Santee Cooper's Smart Energy Loans can help you pay for qualified renewable energy resources for your home
Utility solar power incentives	South Carolina Electric & Gas (SCE&G)	Program	SCE&G has a payment program that "steps down," or reduces in value, as more solar power is installed in the home
Net Metering	South Carolina Electric & Gas (SCE&G)	Program	The South Carolina Electric & Gas (SCE&G) net metering program allows customers with solar panels to receive credits for the excess electricity they generate
Net Metering	Duke Energy Progress	Program	Duke Energy's net metering program allows customers who generate electricity from their own solar panel to receive credits for the excess electricity they generate
Federal Solar Tax Credit	US Department of Energy	Tax Incentives	Homeowners, solar companies, and industry advocates alike were given a big Christmas gift in 2015 when the federal government increased the solar tax credit to 30%

**Others (Complete Database of State Incentives for Renewables & Efficiency - DSIRE) Some duplication of above may be present.**

Name	State/ Territory	Category	Policy/Incentive Type	Created	Last Updated
Biomass Energy Production Incentive	SC	Financial Incentive	Performance-Based Incentive	10/17/2007	6/2/2015
Biomass Energy Tax Credit (Corporate)	SC	Financial Incentive	Corporate Tax Credit	7/18/2006	5/4/2015
Biomass Energy Tax Credit (Personal)	SC	Financial Incentive	Personal Tax Credit	7/18/2006	6/8/2015
Business Energy Investment Tax Credit (ITC)	US	Financial Incentive	Corporate Tax Credit	3/15/2002	3/1/2018
Clean Renewable Energy Bonds (CREBs)	US	Financial Incentive	Loan Program	5/2/2006	8/15/2018
ConserFund Loan Program	SC	Financial Incentive	Loan Program	3/27/2006	1/29/2016
Distributed Energy Resource Program	SC	Regulatory Policy	Renewables Portfolio Standard	7/9/2014	6/18/2018
Duke Energy - Energy Assessments	SC	Technical Resource	Energy Analysis	5/2/2017	5/31/2017
Duke Energy - Energy Profiler Online	SC	Technical Resource	Energy Analysis	5/2/2017	5/31/2017
Duke Energy - Events Calendar	SC	Technical Resource	Training and Information	5/2/2017	5/24/2017
Duke Energy - Strategic Energy Management Plan	SC	Technical Resource	Energy Analysis	5/2/2017	5/24/2017
Energy Efficiency Revolving Loan Fund	SC	Financial Incentive	Loan Program	8/14/2014	1/29/2016
Energy Efficient Manufactured Homes Incentive Tax Credit	SC	Financial Incentive	Personal Tax Credit	12/11/2008	5/4/2015
Energy Goals and Standards for Federal Government	US	Regulatory Policy	Energy Standards for Public Buildings	6/19/2006	8/21/2018
Energy-Efficient Commercial Buildings Tax Deduction	US	Financial Incentive	Corporate Tax Deduction	1/10/2006	2/28/2018
Energy-Efficient Mortgages	US	Financial Incentive	Loan Program	3/21/2002	6/24/2015
Energy-Efficient New Homes Tax Credit for Home Builders	US	Financial Incentive	Corporate Tax Credit	1/10/2006	2/28/2018
Fannie Mae Green Initiative- Loan Program	US	Financial Incentive	Loan Program	5/28/2015	7/13/2015
Federal Appliance Standards	US	Regulatory Policy	Appliance/Equipment Efficiency Standards	6/30/2006	8/16/2018
FHA PowerSaver Loan Program	US	Financial Incentive	Loan Program	12/4/2014	3/7/2016
Green Power Purchasing Goal for Federal Government	US	Regulatory Policy	Green Power Purchasing	2/19/2004	8/21/2018
Interconnection Guidelines	SC	Regulatory Policy	Interconnection	1/4/2007	8/20/2014
Interconnection Standards for Small Generators	US	Regulatory Policy	Interconnection	10/30/2007	7/27/2016
Low Income Home Energy Assistance Program (LIHEAP)	US	Financial Incentive	Grant Program	3/16/2015	6/16/2016
Modified Accelerated Cost-Recovery System (MACRS)	US	Financial Incentive	Corporate Depreciation	3/15/2002	8/21/2018
Net Metering	SC	Regulatory Policy	Net Metering	8/22/2008	1/25/2016
Qualified Energy Conservation Bonds (QEGBs)	US	Financial Incentive	Loan Program	10/23/2008	8/22/2018
Renewable Electricity Production Tax Credit (PTC)	US	Financial Incentive	Corporate Tax Credit	3/11/2002	2/28/2018
Renewable Energy Manufacturing Tax Credit	SC	Financial Incentive	Industry Recruitment/Support	3/18/2013	1/29/2016
Residential Energy Conservation Subsidy Exclusion (Corporate)	US	Financial Incentive	Corporate Tax Exemption	3/5/2002	5/16/2018
Residential Energy Conservation Subsidy Exclusion (Personal)	US	Financial Incentive	Personal Tax Exemption	3/5/2002	5/16/2018
Residential Energy Efficiency Tax Credit	US	Financial Incentive	Personal Tax Credit	1/10/2006	2/28/2018



Residential Renewable Energy Tax Credit	US	Financial Incentive	Personal Tax Credit	8/10/2005	3/23/2018
Sales Tax Exemption for Hydrogen Fuel Cells	SC	Financial Incentive	Sales Tax Incentive	10/17/2007	1/29/2016
Sales Tax Incentives for Energy-Efficient Manufactured Homes	SC	Financial Incentive	Sales Tax Incentive	12/20/2006	1/29/2016
SCE&G (Electric) - Commercial EnergyWise Program	SC	Financial Incentive	Rebate Program	5/3/2011	8/9/2018
SCE&G (Electric) - Residential EnergyWise Program	SC	Financial Incentive	Rebate Program	5/3/2011	8/9/2018
Solar Energy, Small Hydropower, and Geothermal Tax Credit (Corporate)	SC	Financial Incentive	Corporate Tax Credit	7/18/2006	9/27/2018
Solar Energy, Small Hydropower, and Geothermal Tax Credit (Personal)	SC	Financial Incentive	Personal Tax Credit	7/18/2006	9/27/2018
SouthCarolinaSaves Green Community Loan Program	SC	Financial Incentive	Loan Program	8/14/2014	3/15/2017
State Building Energy Standards	SC	Regulatory Policy	Energy Standards for Public Buildings	6/25/2007	1/29/2016
Tribal Energy Program Grant	US	Financial Incentive	Grant Program	5/1/2003	3/3/2017
U.S. Department of Energy - Industrial Assessment Center (IAC): North Carolina State University	SC	Technical Resource	Energy Analysis	6/24/2015	6/2/2017
U.S. Department of Energy - Industrial Assessment Centers (IAC): Clemson University	SC	Technical Resource	Energy Analysis	9/24/2015	6/2/2017
U.S. Department of Energy - Loan Guarantee Program	US	Financial Incentive	Loan Program	9/12/2008	8/18/2016
U.S. Environmental Protection Agency - ENERGY STAR Guidelines for Energy Management	US	Technical Resource	Energy Analysis	6/24/2015	5/11/2017
U.S. Environmental Protection Agency - ENERGY STAR Training	US	Technical Resource	Training and Information	3/24/2016	3/24/2016
USDA - Biorefinery Assistance Program	US	Financial Incentive	Loan Program	10/4/2012	3/3/2017
USDA - High Energy Cost Grant Program	US	Financial Incentive	Grant Program	9/27/2010	6/9/2016
USDA - Repowering Assistance Biorefinery Program	US	Financial Incentive	Grant Program	10/8/2012	3/18/2016
USDA - Rural Energy for America Program (REAP) Energy Audit and Renewable Energy Development Assistance (EA/REDA) Program	US	Financial Incentive	Grant Program	2/18/2015	8/21/2018
USDA - Rural Energy for America Program (REAP) Grants	US	Financial Incentive	Grant Program	4/9/2003	8/21/2018
USDA - Rural Energy for America Program (REAP) Loan Guarantees	US	Financial Incentive	Loan Program	4/9/2003	8/21/2018
Weatherization Assistance Program (WAP)	US	Financial Incentive	Grant Program	3/31/2015	11/29/2016

## Richland County Council Request for Action

**Subject:**

United Way Lease Agreement Renewal - 2000 Hampton St.

**Notes:**

April 23, 2019 – The committee recommended Council renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343 sq. ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton Street.

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Ashiya Myers, Assistant to the County Administrator  
**Department:** Administrator  
**Date Prepared:** April 09, 2019 **Meeting Date:** April 23, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 09, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 09, 2019
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 09, 2019
<b>Other Review:</b>	Brittney Hoyle-Terry, Risk Manager, via email	<b>Date:</b>	April 09, 2019
<b>Approved for Council consideration:</b>	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	United Way Lease Agreement Renewal - 2000 Hampton St		

**Recommended Action:**

Staff recommends renewing the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

**Motion Requested:**

I move to accept staff’s recommendation to renew the lease with Community Partners of the Midlands, LLC, a corporation of the United Way of the Midlands, for use of approximately 7343± sq.ft. as an eye and dental clinic on the third and fourth floor of 2000 Hampton St.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The lessee is not required to pay a rental fee to the County for lease of the property; however, the County is responsible for the cost and provision of all utilities, maintenance of the property, daily routine janitorial services, and periodic pest control. The lessee is responsible for its equipment and personal property, to include all maintenance and repair thereof, as well as all operational costs of the clinic.

**Motion of Origin:**

n/a

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

**Discussion:**

The lease agreement entered on July 28, 2015 expires this year. The term of the agreement is one year from its date of execution and is automatically renewed for four consecutive one year terms unless either party provides a ninety (90) day written notice prior to the expiration of any term.

Risk Management and the County Attorney's office have not identified any reason/cause to deny renewal of the lease.

**Attachments:**

1. Current Lease Agreement
2. Unexecuted Lease Agreement



B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90<sup>th</sup> day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term. The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Clinic and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Clinic may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Clinic employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South



Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County  
c/o W. Anthony McDonald, Administrator  
2020 Hampton Street  
Post Office Box 192  
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

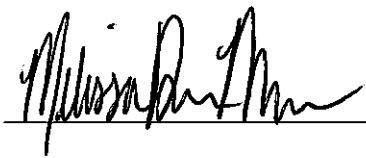
17. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

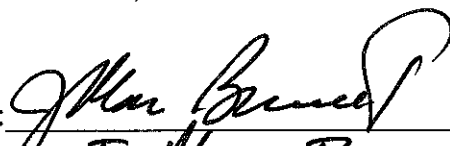
b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.


Witnesses as to Lessee:

  
\_\_\_\_\_


**COMMUNITY PARTNERS OF THE  
MIDLANDS, LLC**

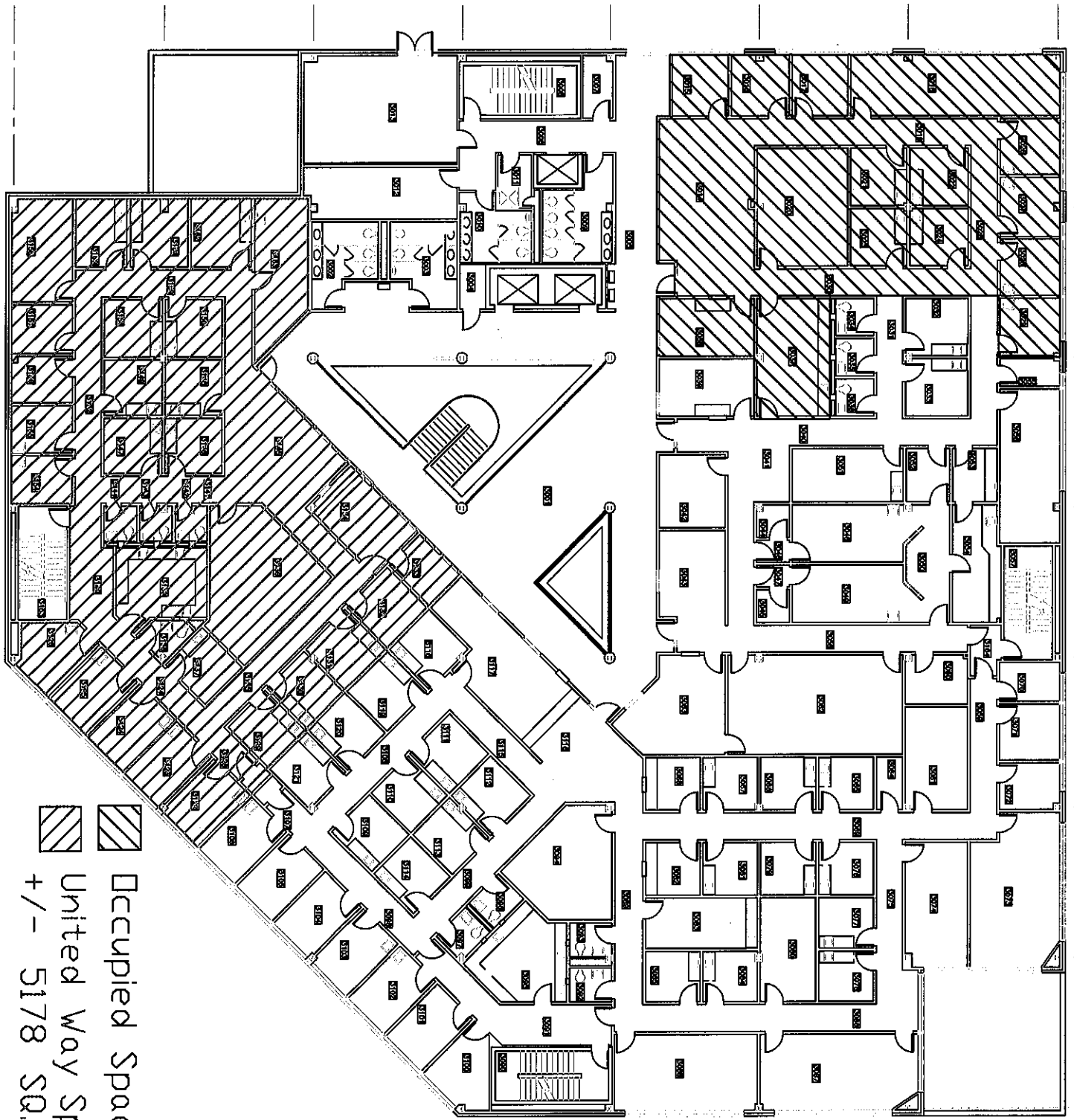
By:   
Name: J. Mac Bennett  
Its: CEO

Witnesses as to Richland County:

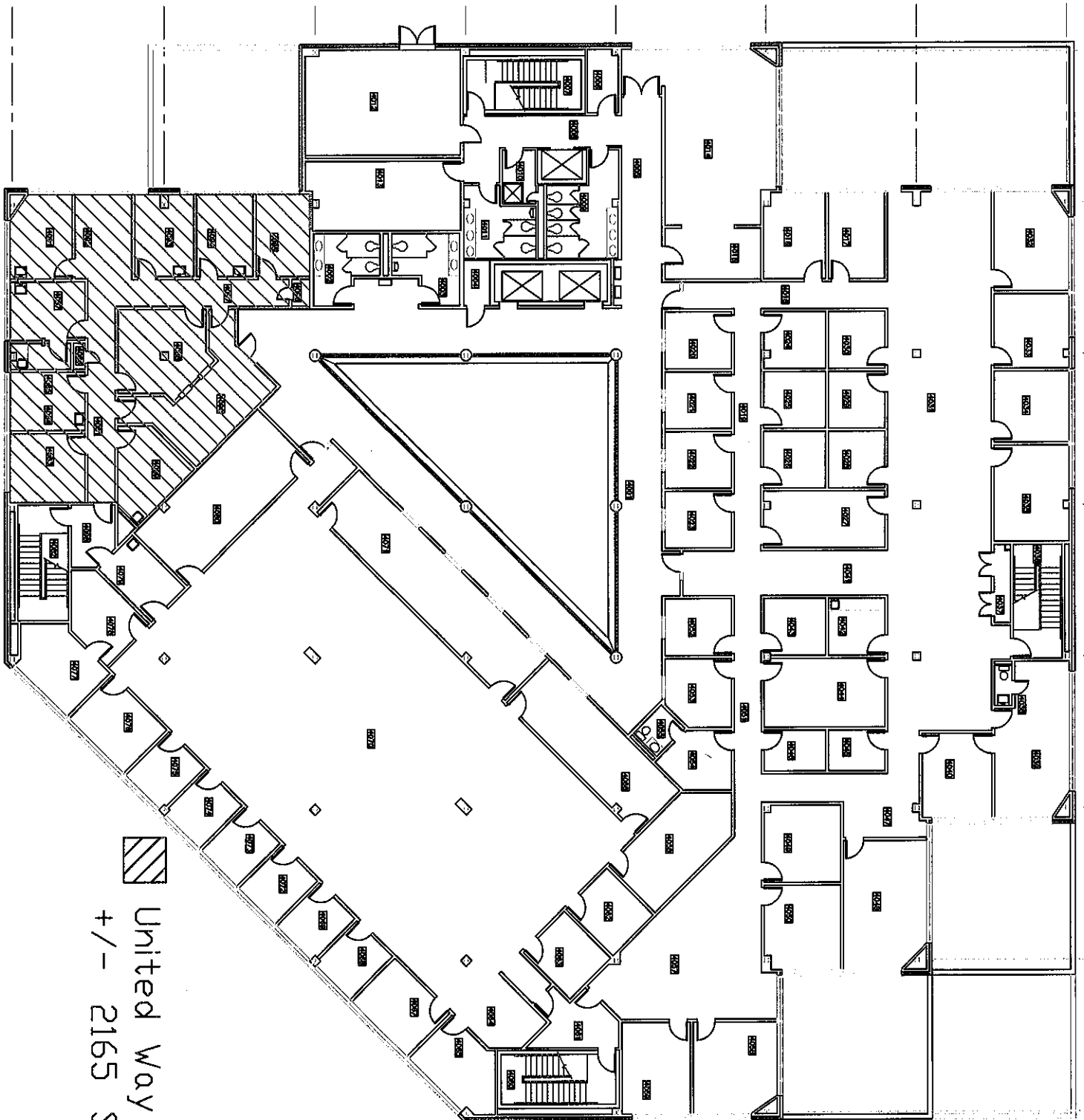
  
\_\_\_\_\_


**RICHLAND COUNTY,  
SOUTH CAROLINA**

By:   
Name: Torrey Rush  
Its: County Council Chair



3rd Floor  
Exhibit A




 United Way Space  
 +/- 2165 SQ. FT

## 4th Floor Exhibit B

STATE OF SOUTH CAROLINA ) FIRST EXTENSION OF THE LEASE AGREEMENT  
 ) (2000 Hampton Street – 3<sup>rd</sup> and 4<sup>th</sup> Floor)  
 COUNTY OF RICHLAND ) (Community Partners of the Midlands, LLC, a  
 corporation of the United Way of the Midlands)

This First Extension of the Lease Agreement (“Extension”) entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement dated July 28, 2015, with expires in 2019, for the same Leased Premises; and

WHEREAS, the County and Lessee desire to continue the lease upon the same terms and conditions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. The parties mutually agree that the term of the Lease Agreement shall be extended for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions of the Lease Agreement. This Extension shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

2. In all other respects, the Lease Agreement shall remain in full force and effect.

3. This Extension may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

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

**COMMUNITY PARTNERS OF THE  
MIDLANDS, LLC**

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

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

Its: \_\_\_\_\_

Witnesses as to Richland County:

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

**RICHLAND COUNTY,  
SOUTH CAROLINA**

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

Name: Paul Livingston

Its: County Council Chair



## Richland County Council Request for Action

**Subject:**

Corley Construction, LLC Payment Authorization

**Notes:**

April 23, 2019 – The committee recommended Council authorize payment of \$29,456.15 to Corley Construction, LLC for completed demolition work. In addition, to have the Legal Department to contact Corley Construction and request an extension to avoid the late fees.

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Donny Phipps, Division Manager  
**Department:** Community Planning and Development  
**Date Prepared:** March 07, 2019 **Meeting Date:** April 23, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	March 07, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	March 07, 2019
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	March 07, 2019
<b>Other Review:</b>	Clayton Voignier, Director	<b>Date:</b>	April 11, 2019
<b>Approved for Council consideration:</b>	Assistant County Administrator	Ashley Powell, AIA	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	Corley Construction, LLC Payment Authorization		

**Recommended Action:**

Staff recommends authorizing payment of \$29,456.15 to Corley Construction, LLC for completed demolition work to prevent contractual late fees.

**Motion Requested:**

I move to approve staff’s recommendation to authorize payment of \$29,456.15 to Corley Construction, LLC for completed demolition work to prevent contractual late fees.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

Funds are available within the department’s budget.

**Motion of Origin:**

N/A

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

**Discussion:**

Richland County contracted Corley Construction, LLC to complete 17 demolitions this fiscal year. They have completed all 17 of those demolitions, but the associated costs thereof total \$106,882.20, \$29,456.15 of which is outstanding. Payment of the outstanding amount requires Council approval per the County’s Procurement Policy because the total costs exceed \$100,000. If the County fails to make payment for the outstanding amount by April 30, the County must pay an additional 1.5% of the total costs, which equates to \$1,603.23, according to the County’s contract with Corley Construction, LLC.

# Richland County Council Request for Action

**Subject:**

Mountainbrook Ditch Stabilization Project

**Notes:**

April 23, 2019 – The committee recommended Council award the Mountainbrook Ditch Stabilization Project to Clearwater Consultants.



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Jennifer Wladischkin  
**Department:** Procurement  
**Date Prepared:** April 03, 2019 **Meeting Date:** April 23, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 05, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 10, 2019
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	April 10, 2019
<b>Approved for Council consideration:</b>	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	Mountainbrook Ditch Stabilization Project		

**Recommended Action:**

Staff recommends Council approve award for the Mountainbrook Ditch Stabilization Project.

**Motion Requested:**

I move to accept staff’s recommendation to approve the award of the Mountainbrook Ditch Stabilization Project and forward to full Council.

**Request for Council Reconsideration:** Yes

**Fiscal Impact:**

The estimated cost of this project is \$668,930.12. The Stormwater Division is including a contingency of \$61,713.12, for a total project cost of \$730,643.24. Funding is available in the Stormwater Drainage projects budget.

**Motion of Origin:**

N/A

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

### Discussion:

The Mountainbrook ditch has suffered significant erosion due to high velocity flows for several years. In some locations, the ditch is at a 1:1 side slope, which creates a steep drop-off that could be considered a safety concern. There is also an exposed sanitary sewer line due to the erosion. All easements and temporary construction permission have been obtained.

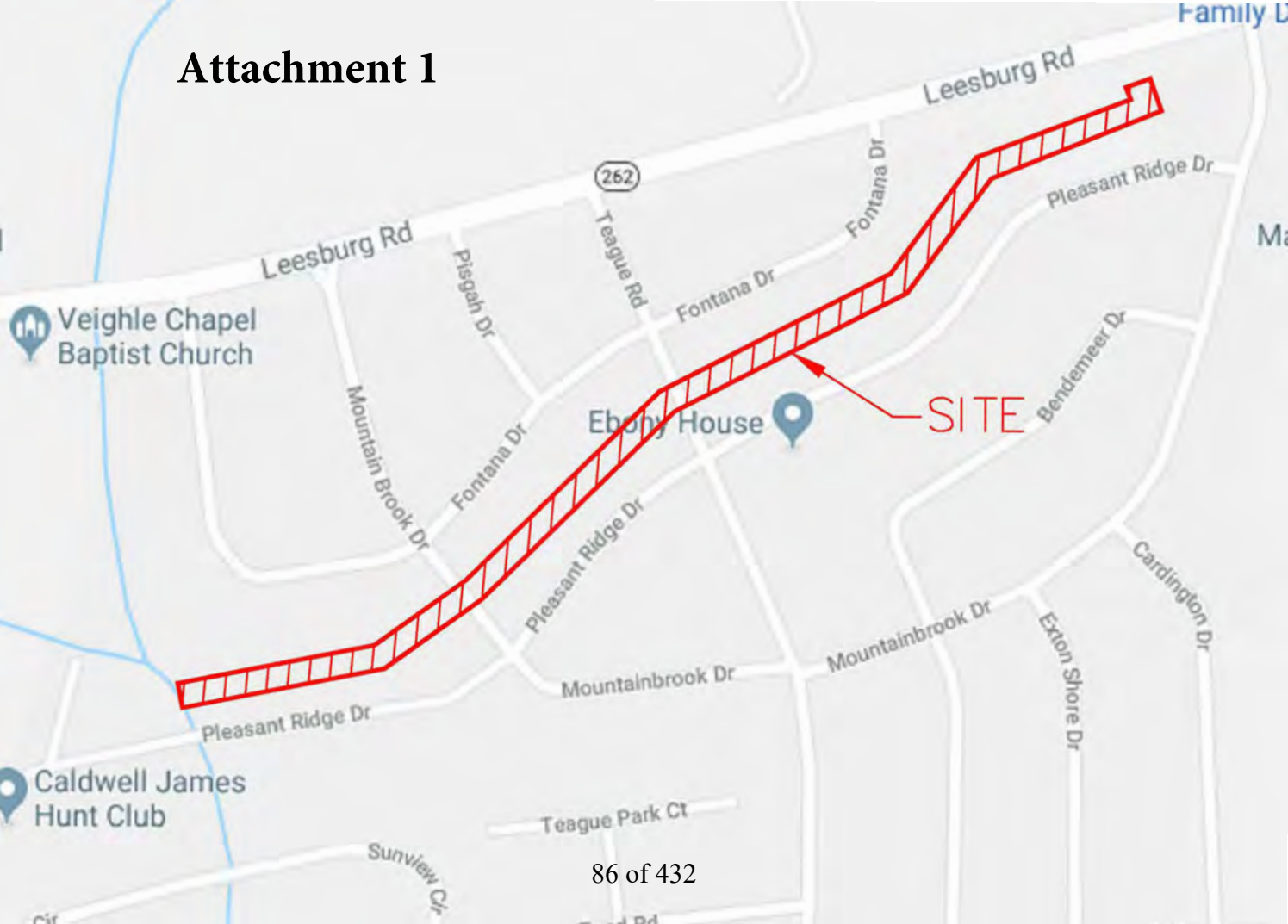
The purpose of the Mountainbrook Ditch Stabilization project is to stabilize approximately 1,841 feet of ditch that has a significant amount of bank erosion using Filtrexx® Bank Stabilization, a vegetated soft block™ system designed to stabilize banks and handle high velocity flows of water. The project area will extend from the upstream beginning of the ditch near Leesburg Road (SC-262) and continue through to the confluence with Mill Creek near Pleasant Ridge Drive (S-2257). The channel flows through the rear of several residential properties and culverts at Teague Road (S-1223) and Mountainbrook Drive (S-2256). The Stormwater Management Division and the Roads and Drainage Division currently provide maintenance to the ditch in the form of spraying and cutting to reduce vegetation growth.

4D Engineering designed the stabilization project. Request for Bid RC-146-B-2019 was issued on February 07, 2019 and opened on March 12, 2019. Four bids were received, and Clear Water Consultants was the lowest, responsive, responsible bidder. Clear Water Consultants is based in Georgia and is a Filtrexx® Certified Contractor.

### Attachments:

1. Site Map
2. Bid Tabulation Sheet
3. Bid Evaluation
4. Engineer Recommendation


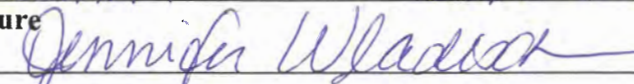
# Attachment 1



# Attachment 2

Solicitation/Quote Number: RC-146-B-2019	Date Issued: 2-7-2019	Due Date: 3-12-2019 Time Due: 2:00	PAGE <u>1</u> OF <u>1</u>
Department: Public Works / Stormwater	Requisition#	Buyer: Toya Thomson	Number of Addendum(s) Issued: 2
Representative: Cynthia Kestner	Purchase Order Number:	Bid Bond %	Apparent Low Bidder:

## Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor:	Vendor:	Vendor:	Vendor:
	Mountain Brook			Shady Grove \$786,769.00	Stutts-Williams \$833,988.00	CleanWater \$668,930.12	L-J Inc \$881,579.00
	Ditch Stabilization						
	<b>TOTAL</b>						
<b>Name &amp; Title of Certifying Official:</b> Toya Thomson Buyer				<b>Name &amp; Title of Assistant:</b> Jennifer Wladischkin			
<b>Signature</b> 				<b>Signature</b> 			
<b>Date</b> 3-12-19				<b>Date</b> 3/12/19			

Richard County Procurement Dept  
19 MAR 12 12:00

# Attachment 3

Mountainbrook Ditch Stabilization  
 Project #18007  
 Date: 3/15/19



Company	Bid Form	Bid Bond	Bidder Checklist	Certificate of Familiarity	Listing of Subcontractors	Small Local Business Enterprise (SLBE) Participation Sheet	Affidavit (owner of company)	Declaration	Drug Free Workplace Certification	Commercial Nondiscrimination Certification	Acknowledged Addendum #1	Acknowledged Addendum #2	Bid Price
Shady Grove Construction, LLC	X	X	X	X	X	X	X	X	X	X	X	X	\$ 786,769.00
Stutts & Williams, LLC	X	X	X	X	X	X	X	X	X	X	X	X	\$ 833,988.00
Clean Water Consultants, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	\$ 668,930.12
L-J Inc.	X	X	X		X	X	X	X	X	X	X	X	\$ 881,577.00



# Attachment 4

# 4D ENGINEERING

March 20, 2019

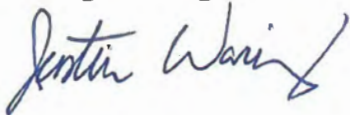
Ms. Toya Thomson  
Buyer  
Richland County Government  
Procurement Division  
2020 Hampton Street  
Columbia, SC 29204

Re: Mountainbrook Ditch Stabilization Project – Award of Contract

Dear Ms. Thomson:

After review of the bid packages received from the four bidders on the project, we have concluded that Clean Water Consultants, Inc. is the lowest qualified bidder with a bid of Six Hundred Sixty Eight Thousand Nine Hundred Thirty Dollars and 12 Cents (\$668,930.12) and therefore we recommend them for the award of contract for the Mountainbrook Ditch Stabilization Project. We recommend that a contingency of 10% be included in the funding for the project, which is an amount of \$66,893.01, for a total funding amount of **\$735,823.13**. Please let us know if you have any questions or need any additional information regarding this project.

Respectfully,  
**4D Engineering**



Justin Waring, PE  
Project Manager

Richland County Procurement Dept

'19 MAR 20 PM2:48

87

## Richland County Council Request for Action

**Subject:**

Award for Mobile Home Park Demolition – Percival Road

**Notes:**

April 23, 2019 – The committee recommended Council award the contract to Carolina Wrecking for their bid of \$244,900 for the demolition of the mobile home park project located at 2311 Percival Road. In addition, to direct staff to research the possibility of securing federal funding to be utilized to offset the use of CDBG funds.

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Clayton Voignier, Director  
**Department:** Community Planning and Development  
**Date Prepared:** April 12, 2019 **Meeting Date:** April 23, 2019

<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	April 16, 2019
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	April 16, 2019
<b>Finance Review</b>	Stacy Hamm via email	<b>Date:</b>	April 16, 2019
<b>Other Review:</b>		<b>Date:</b>	
<b>Approved for Council consideration:</b>	Assistant County Administrator	Ashley Powell, AIA	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	Award for Mobile Home Park Demolition – Percival Road		

**Recommended Action:**

Staff recommends to award Carolina Wrecking for their bid of \$244,900 for the demolition of the mobile home park project located at 2311 Percival Road.

**Motion Requested:**

I move to accept staff’s recommendation to award Carolina Wrecking for their bid of \$244,900 for the demolition of the mobile home park located at 2311 Percival Road.

**Request for Council Reconsideration:** X Yes

**Fiscal Impact:**

Funds are available in the Construction line (5322) and Housing Revitalization line (5267) in the CDBG FY18-19 Grant for the bid amount of \$244,900.

**Motion of Origin:**

N/A

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

### Discussion:

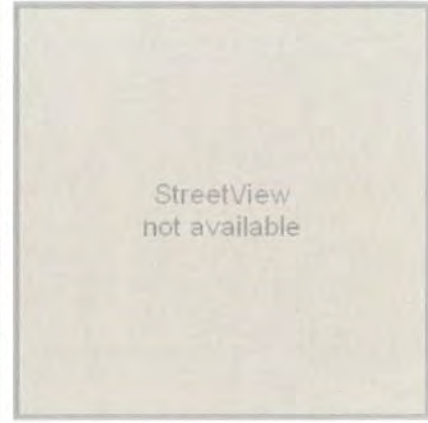
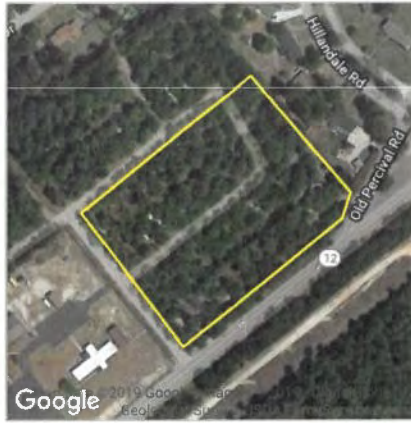
Richland County issued a Request for (RFB) Solicitation #: RC-167-B-2019 for Demolition-In-Place services of the mobile home park located at 2311 Percival Road, Columbia, SC, 29223, Northeast Richland County, Tax Map #R19711-06-14 and Tax Map #R19711-06-15. The two parcels comprise a total of 10.2 acres and contain sixty-four (64) confirmed mobile homes, nine (9) sheds and one commercial building. The entire project, including each building, its contents, and debris piles on site, is deemed asbestos contaminated, and asbestos abatement and debris removal services are needed. The Demolition-In-Place services shall include excavation of any footing and foundations and removal of all demolition debris from the demolition site. No material of any type will be allowed to remain at this site following the Demolition-In-Place services. The project was approved by County Council at the July 10, 2018 Council Meeting under the Community Development's Annual Action Plan. Carolina Wrecking responded to the solicitation with a bid of \$244,900, and Procurement determined the vendor to be the lowest, responsive, and responsible bidder.

### Attachments:

1. TMS #R19711-06-14 and Tax Map #R19711-06-15
2. Tabulation Sheet and Procurement Solicitation #: RC-167-B-2019
3. July 10, 2018 Council Minutes

2311 PERCIVAL RD | R19711-06-14

Print



**Address**

Address	2311 PERCIVAL RD
Municipality	Unincorporated
School District	Richland School District 2
Garbage Coll. Day	Monday
Recycling Coll. Day	Friday EOW-A
Yard Trash Coll. Day	Wednesday
Latitude	0.00000
Longitude	0.00000
Elevation	321 ft

**Property**

TMS	R19711-06-14
Owner	POWELL NANCY EDGE ETAL
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	2ER
Land Value	\$225,000
Building Value	\$0
Taxable Value	\$340,400
Market Value	\$340,400
Last Sale	\$0 (01/02/1998)
Zoning	RM-HD
Secondary Zoning	
Owner Occupied	No

**Political**

Voting Precinct	Woodfield
Voting Location	Richland Northeast High
County Council Dist.	10
County Council Rep.	Dalhi Myers
SC Senate Dist.	22
SC Senate Rep.	Mia S. McLeod
SC House Dist.	78
SC House Rep.	Beth E. Bernstein
County Magistrate Dist.	DENTSVILLE
County Magistrate	JUDGE PHIL NEWSOM
Congressional Dist.	2
Congressional Rep.	Joe Wilson
Sheriff Region	2

**Census**

Year	2010	2000	1990
Avg Hshld Income	\$42,750	\$49,917	\$31,058
Avg Home Value	\$110,500	\$95,800	\$76,100
Pop. Density (/sqmi)	1,330	3,040	2,079

Disclaimer: This application is a product of the Richland County GIS Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. However, the information presented should be used for general reference only. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of the information presented herein.

2311 PERCIVAL RD | R19711-06-15

Print



**Address**

Address	2311 PERCIVAL RD
Municipality	Unincorporated
School District	Richland School District 2
Garbage Coll. Day	Monday
Recycling Coll. Day	Friday EOW-A
Yard Trash Coll. Day	Wednesday
Latitude	34.05887
Longitude	-80.91622
Elevation	331 ft

**Census**

Year	2010	2000	1990
Avg Hshld Income	\$42,750	\$49,917	\$31,058
Avg Home Value	\$110,500	\$95,800	\$76,100
Pop. Density (/sqmi)	1,330	3,040	2,079

**Property**

TMS	R19711-06-15
Owner	POWELL NANCY EDGE ETAL
Beds	0.0
Baths	0.0
Heated Sqft	0
Year Built	
Tax District	2ER
Land Value	\$112,300
Building Value	\$0
Taxable Value	\$181,800
Market Value	\$181,800
Last Sale	\$0 (01/02/1998)
Zoning	RM-HD
Secondary Zoning	
Owner Occupied	No

**Political**

Voting Precinct	Woodfield
Voting Location	Richland Northeast High
County Council Dist.	10
County Council Rep.	Dalhi Myers
SC Senate Dist.	22
SC Senate Rep.	Mia S. McLeod
SC House Dist.	78
SC House Rep.	Beth E. Bernstein
County Magistrate Dist.	DENTSVILLE
County Magistrate	JUDGE PHIL NEWSOM
Congressional Dist.	2
Congressional Rep.	Joe Wilson
Sheriff Region	2

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Solicitation/Quote Number: RC-167-B-2019  
 Date Issued: 3/12/19  
 Due Date: 4/11/19  
 PAGE 1 OF 3

Department: RCCD  
 Requisition #: Jennifer Wladischkin  
 Buyer: Jennifer Wladischkin  
 Number of Addendum(s) Issued: 3



Representative: Purchase Order Number:  
 Bid Bond % 5  
 Apparent Low Bidder:

## Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor: 4 seasons Remolition	Vendor: Complete Remolition services	Vendor: R+R Associates Enk. Construction	Vendor: CL
1	Demo in place MH Park	LS	1	\$ 497,400.00	\$ 272,000.00	\$ 577,500.00	\$ 542,863.00
TOTAL				\$ 497,400.00	\$ 272,000.00	\$ 577,500.00	\$ 542,863.00
<b>Name &amp; Title of Certifying Official:</b> Jennifer Wladischkin, Procurement Manager							
Signature		<i>Jennifer Wladischkin</i>					
Date		4/11/2019					
<b>Name &amp; Title of Assistant:</b> Sierra Flynn, Assistant Manager							
Signature		<i>Sierra Flynn</i>					
Date		4/11/2019					

Solicitation/Quote Number: RC-167-B-2019      Date Issued: 3/12/19      Due Date: 4/11/19      PAGE 2 OF 3  
 Department: RCCD      Requisition#:      Buyer: Jennifer Wladischkin      Number of Addendum(s) Issued: 3  
 Representative:      Purchase Order Number:      Bid Bond %: 5      Apparent Low Bidder:

### Tabulation Sheet


Item #	Supplies/Services/Equipment	U/I	Qty	Vendor:	Vendor:	Vendor:
1	Demo in place MH Park	LS	1	Thompson Building Wiring DECO \$ 294,000.00	DECO \$ 881,136.00	IPW Construction \$ 656,250.00
						Carley Construction \$ 332,935.00
	<b>TOTAL</b>					
				\$ 294,000.00	\$ 881,136.00	\$ 656,250.00
<b>Name &amp; Title of Certifying Official:</b> Jennifer Wladischkin, Procurement Manager				<b>Name &amp; Title of Assistant:</b> Sierra Flynn, Assistant Manager		
<b>Signature:</b> 				<b>Signature:</b> 		
<b>Date:</b> 4/11/2019				<b>Date:</b> 4/11/2019		







**REQUEST FOR BID**  
**RC-167-B-2019**  
**Mobile Home Park Demolition**

Authorized/Representative	Signature	Date
Jennifer Wladischkin, CPPM Procurement Manager		3/11/2019

*Table of Contents*

**1. Solicitation Contents:**

Sections	Form Description	# of Pages	Return with Submittal
	COVER PAGE	1	NO
	CONTENTS	1	NO
SECTION - A	GENERAL INFORMATION	1	NO
SECTION - B	GENERAL CONDITIONS	10	NO
SECTION - C	SPECIAL CONDITIONS	4	NO
SECTION - D	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	YES
	DECLARATION	1	YES
	DRUG FREE WORKPLACE	1	YES
	CERTIFICATE REGARDING LOBBYING	1	YES
	LISTING OF SUBCONTRACTORS	1	YES
	MINORITY/DISADVANTAGED BUSINESS PARTICIPATION SHEET	1	YES
	GOOD FAITH EFFORTS	1	YES
	COMMERCIAL NONDISCRIMINATION	1	YES
		NO RESPONSE FORM ( <b><i>Return Only If Not Participating</i></b> )	1
SECTION - E	REQUIREMENTS ( <b><i>provide responses</i></b> )	3	YES
SECTION - F	SCHEDULE	2	YES
SECTION - G	SOLICITATION, OFFER & AWARD	1	YES
APPENDIX - 1	SAMPLE CONTRACT	7	NO
APPENDIX -- 2	SITE PHOTOS		NO
	<i>Returned sections will be incorporated with executed agreement</i>		

2. Acknowledgment of Amendments	Amendments #	Date	Amendments #	Date
Offeror acknowledges receipt of the amendment(s) to this solicitation.  (show amendment(s) and date of each)				

# *Section - A*

## *General Information*

## General Information

### About Richland County

The County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 390,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8<sup>th</sup> national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10<sup>th</sup> largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

# *Section – B*

## *General Conditions*

## ABBREVIATIONS

In this section of the Bid/Contract, it typically refers to national organizations and standard-setting bodies such as the National Electrical Manufacturers' Association, the National Fire Protection Association, etc.

Since these organizations are often abbreviated in the specifications, it helps to spell out in the Bid/Contract what each abbreviation stands for.

The following listed abbreviations may be found in the Contract Documents:

1. AASHO: American Association of State Highway Officials;
2. ACI: American Concrete Institute;
3. ACRMA: Air Conditioning and Refrigerating Machinery Association;
4. AISC: American Institute of Steel Construction;
5. API: American Petroleum Institute;
6. ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers;
7. ASME: American Society of Mechanical Engineers
8. ASTM: American Society for Testing and Materials
9. AWMA: Aluminum Window Manufacturers' Association;
10. AWPA: American Wood Preservers Association;
11. AWPI: American Wood Preservers Institute;
12. AWS: American Welding Society;
13. AWWA: American Water Works Association;
14. BOCA: Building Officials Conference of America;
15. FIA: Factory Insurance Association;
16. IEEE: Institute of Electrical and Electronics Engineers;
17. FS: Federal Specification;
18. MSS: Manufacturers Standardization Society of the Valve and Fittings Industry;
19. NBS: National Bureau of Standards (Department of Commerce);
20. NEC: National Electric Code;
21. NEMA: National Electrical Manufacturers' Association;
22. NFPA: National Fire Protection Association;
23. SCCA: South Carolina Cement Association;
24. SPR: Simplified Practice Recommendation;
25. SSPC: Steel Structures Painting Council;
26. UL: Underwriters' Laboratories, Inc.;
27. USAS: USA Standard (designation of the USA Standards Institute)

Unless otherwise specifically provided, such abbreviations when used in connection with a standard, code, specification, or recommendation refer to the issue current as of the date of the specification or drawing containing such abbreviation.

## ACCIDENTS

CONTRACTOR shall take all precautions necessary to protect the public against injury.

## ADVICE

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

## ACTS, LAWS, AND REGULATIONS

CONSULTANT will comply with "all applicable federal, state and local acts, laws, and regulations" and at a minimum comply with the acts and standards listed below as they relate to architectural and engineering services provided under this Agreement:

- (a) Americans with Disabilities Act (ADA);
- (b) Clean Air Act (42 U.S.C. 7401-7671q) CONTRACTOR will

report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)

- (c) Community Development Block Grant Program;
- (d) Contract Work Hours and Safety Standards Act;
- (e) Davis – Bacon Wage Requirements (when required for federal grant projects)
- (f) Department of Health and Environmental Control (DHEC)
- (g) Disabled and Vietnam veteran employment;
- (h) Drug Free Workplace Act;
- (i) Eligibility for employment under United States Immigration laws;
- (j) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees.
- (k) Employment of the handicapped;
- (l) Employment of Workers with Disabilities;
- (m) Equal Employment Opportunity;
- (n) Environmental Protection Agency (EPA) regulations;
- (o) Fair Labor Standards (FLSA) Act;
- (p) Federal Labor Standards Provisions (Form 4010)
- (q) Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) CONTRACTOR will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)
- (r) Governmental price regulations/orders (as required by law, CONSULTANT will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.
- (s) Maximum hours and minimum wages
- (t) Miller Act
- (u) Nondiscrimination Because of Age;
- (v) Occupational Safety and Health Administration (OSHA), (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- (w) Prompt Payment 31 USC Chapter 39 and S.C. Code Ann §§ 29-6-10 through 29-6-60.
- (x) Statutes regarding qualification to do business;
- (y) Statutes prohibiting employment discrimination;
- (z) Walsh-Healey Public Contracts Act;
- (aa) 49 CFR PART 26 & 23 *DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM* and PART 21—*NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION—EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.*

## AFFIRMATIVE ACTION

CONTRACTOR shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of

race, color, sex, religion, national origin and/or physical handicap

## AMENDMENTS

All amendments to and interpretations of this Agreement shall be in writing. Any amendments or interpretations that are not in writing shall not be recognized by the County or its agents. It is the CONTRACTOR'S responsibility to acknowledge receipt of amendments either by signing and returning one (1) original of the amendment by letter.

## ANTI-KICKBACK PROCEDURES

### a) Definitions.

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

"Person," as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

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

"General Contractor" as used in this clause, means a person who has entered into a contract with the County.

"General Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime CONTRACTOR.

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

"Subcontractor," as used in this clause, means any person, other than the General Contractor/Vendor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contractor/Vendor a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the Prime CONTRACTOR or a higher tier subcontractor.

b) The Anti-Kickback Act of 1986 (41U.S.C. 51-58) (the Act), prohibits any person from.

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a General CONTRACTOR to the County or in the contract price charged by a subcontractor to a General CONTRACTOR or higher tier subcontractor.

c) (1) CONTRACTOR shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When CONTRACTOR has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, CONTRACTOR shall promptly report in writing the possible violation. Such reports shall be made to the Contracting Officer and the County Attorney.

(3) CONTRACTOR shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the County under the prime contract and/or

(ii) direct that the General Contractor/Vendor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c) (4) (ii) of this clause be paid over to the County unless the County has already offset those monies under subdivision (c) (i) of this clause. In either case, the General CONTRACTOR shall notify the Contracting Officer and the County Attorney when the monies are withheld.

(5) CONTRACTOR agrees to incorporate the substance of this clause, including paragraph (c) (5) but excepting paragraph (c) (1), in all subcontracts under this contract which exceed \$50,000.

## ANTI-LOBBYING

The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended) states CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## ASSIGNMENT OF CONTRACT

No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.

## AUDIT AND RECORDS

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If CONTRACTOR has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of CONTRACTOR's records, including computations and projections, related to—

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) *Availability.* The CONTRACTOR shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified, CONTRACTOR Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

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



(d) CONTRACTOR shall insert a clause containing all the provisions of this clause, including this paragraph (d), in all subcontracts.

#### **CHANGES**

All changes and claims shall be in writing. The parties have right to make changes by written change order, with contract price and the time for completion being adjusted accordingly; and with the mutual acceptance by both parties

COUNTY may order changes in the work, the Contract sum and time for completion may be adjusted accordingly. All such orders and adjustments must be in writing and subject to the terms and conditions of this Contract. Claims by the CONTRACTOR for extra cost and time for completion must be made in writing substantiated by specifications, scope of work and a proposal and must be approved by COUNTY before executing the work involved.

#### **CLEANING**

When applicable, CONTRACTOR shall, at own expense, at all times keep the Home Owner's property and premises free from accumulation of debris, waste material, and rubbish, and at the completion of the work, shall remove tools, equipment and all surplus materials, debris, waste material, and rubbish and shall leave the property and premises in a neat and clean condition. If CONTRACTOR does not attend to such cleaning immediately upon request, COUNTY shall have the right to have this work done by others and deduct the cost therefor from the payment due CONTRACTOR hereunder.

#### **COMPLETE DOCUMENTS**

Plans, Attachments, Addendums, Change Orders, Specifications, Scope of Service/Work, General Conditions, Special Conditions, Requirements and all Supplementary Documents, will be essential parts of agreed on Contract and requirements occurring in one are as binding as though occurring in all.

#### **CONTRACT ADMINISTRATION**

The Manager of Procurement/Contracting Officer shall have the authority to act on the behalf of the County to make binding decisions with respect to this Agreement. Questions or problems arising after award of this contract shall be directed to the Manager of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina, 29204-1002. This Agreement may be non-exclusive.

#### **COVENANTS AGAINST CONTINGENT FEES**

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **DEFAULT**

In case of default, the County reserves the right to purchase any or all items in open market, charging CONTRACTOR with any excessive costs. Should such charges be assessed, no subsequent Proposals of the defaulting CONTRACTOR shall be considered until the assessed charge has been satisfied.

#### **DEFECTIVE WORK**

No payment, in whole or in part, shall be deemed a waiver of any defect in materials or workmanship, and the COUNTY reserves the right to withhold payment pending inspection of the work performed by CONTRACTOR. Notwithstanding payment by COUNTY of the sums due hereunder or failure of the COUNTY to discover or reject defective material and workmanship, the CONTRACTOR shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the

contract. The provisions of this article apply to work done by subcontractors as well as work done by direct employees of CONTRACTOR.

#### **DEFINITIONS**

a) Richland County Government hereinafter will be referred to as "County" or "Government."

b) "Contracting Officer" shall be the person occupying the position of the Manager of Procurement.

c) All references to days in this Agreement mean calendar days. All references to "shall", "must", and "will" are to be interpreted as mandatory language.

d) Request for Proposals, Bids, and Qualifications are procurement methods selected for pending acquisitions and will be referred to as "RFP", "RFB" or "RFQ".

e) "Person," as used in this Agreement, means a firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

f) "Prime contract," as used in this Agreement, means an Agreement or contractual action entered into by the County with CONTRACTOR for the purpose of obtaining supplies, goods, materials, equipment, construction or services of any kind.

g) "CONTRACTOR" as used in this clause, means a person, firm, company, entity, corporation, partnership, and business association of any kind; trust, joint-stock company, or individual who is licensed by the South Carolina Department of Labor, licensing and Regulations as a Contractor and General Contractor to provide goods, supplies, materials, equipment, and construction.

h) "CONTRACTOR'S Employee," as used in this clause, means any officer, partner, employee, or agent of a CONTRACTOR.

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

j) "Subcontract," as used in this clause, means an Agreement or contractual action entered into by the CONTRACTOR with Subcontractor or any third party for the purpose of obtaining supplies, materials, equipment, construction or services of any kind under this AGREEMENT.

k) "Subcontractor," as used in this clause, (1) means any third party, person, firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual other than the CONTRACTOR, who offers to furnish or furnishes any supplies, materials, equipment, construction or services of any kind under this agreement or a subcontract entered into in connection with CONTRACTOR and with the COUNTY and (2) includes any third party, person, firm, company, entity, corporation, partnership, and business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services or general supplies to the CONTRACTOR or a higher tier Subcontractor.

#### **DISCUSSIONS**

CONTRACTOR shall not attempt to negotiate with the using department or when applicable, the Homeowner or other parties, and shall not discuss any aspects of the procurement without prior written approval of the Manager of Procurement.

## **DISPUTE RESOLUTION**

The parties agree utilize the "escalation clause" by elevating the dispute upward in the County and utilizing the requirements established by the Richland County Government Code of Ordinances.

## **DOCUMENTATION AND PROJECT COMPLETION**

Upon completion of the project, CONTRACTOR shall furnish, at no extra charge all closeout documentation as it relates to the project and the AGREEMENT, including:

Warranties and/or guarantees,  
Final affidavit or release and waiver of all liens from subcontractors  
Consent of Surety for final payment  
Minority Reports (when required);  
Project-related training materials and/or training plan;  
Any licensing;  
Contracted or plan for tech support, when appropriate;  
Statement of project final completion and acceptance;  
All required deliverables.

CONTRACTOR shall level, re-sod, and place in condition any grounds which are damaged by CONTRACTOR prior to release of final payment.

The County, Contracting Officer and the Contracting Officer's Representative will recognize each project as complete only upon written confirmation. County will assess project completeness using contemporary best (practical) construction and other trades practices and evaluation criteria.

CONTRACTOR, individually and on behalf of its subcontractors, material, and workers hereby waives and agrees to indemnify and save harmless the COUNTY and, when applicable, Home Owner's from all attachments, claims, and liens against COUNTY and Home Owner's property by reason of labor or materials or both, furnished for the work under this CONTRACT.

## **DRUG FREE WORKPLACE ACT**

The Contractor agrees to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and shall apply to all Procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Contractor is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of any agreement. The Contractor must further provide the County with a statement of a Drug Free Workplace for any Procurement for the US Department of Housing and Urban Development Residential Rehabilitation and other federal granting agencies.

## **ENERGY CONSERVATION**

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **ENVIRONMENTAL HAZARDS**

CONTRACTOR shall be responsible for the notification to the COUNTY of the discovery of the presence of hazardous, toxic, or similar materials in any form at the Project site. However; CONTRACTOR shall only have the responsibility to notify the COUNTY of the discovery, of the presence of hazardous toxic or similar materials in any form at the Project site. The COUNTY will be responsible for the handling, removal, transportation, and disposal of or exposure to hazardous, toxic, or similar materials in any form at the project site.

In the event CONTRACTOR'S services as identified in this Agreement include, an environmental assessment, then the term "discovery" as used in this provision shall not be construed to relieve CONTRACTOR of its contractual obligation to, in accordance with the standard of care identified herein, conduct reasonable research and/or study to "discover" such materials in connection with such services.

## **EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national

origin; and to take affirmative action to employ and treat employees without regard to such factors. CONTRACTOR will provide information and submit reports on employment at COUNTY'S requests.

## **FORCE MAJEURE**

CONTRACTOR shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

In every case the failure to perform must be beyond the control of both CONTRACTOR and Subcontractor and without fault or negligence of neither of them.

## **FURNISHED DATA**

All data and materials, records, reports, files, negatives, models, photographs, or other COUNTY furnished property shall remain the exclusive property of the COUNTY.

CONTRACTOR agrees by executing this Agreement that such COUNTY property will be used for no purpose other than for work for COUNTY under this Agreement.

CONTRACTOR shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, all such property shall be returned to the COUNTY.

## **GOVERNING LAWS/DISPUTES**

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement that is not disposed of by Agreement between CONTRACTOR and the COUNTY shall be decided in accordance with the then current ordinances of Richland County Government which remedy shall be exclusive, subject only to any right of judicial review.

## **GRATUITIES**

COUNTY prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. CONTRACTOR or its employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to the employees of COUNTY.

## **GUARANTEE**

CONTRACTOR shall guarantee all workmanship and materials utilized in and for this contract being furnished for a period of not less than one year after the final inspection and acceptance of the deliverables. When defects of faulty material is discovered during the guaranteed period, the CONTRACTOR shall, immediately, upon notification by the County, proceed at own expense, to repair or replace the same, together with any damage to all the finished deliverables that may have been damaged as a result of omission and/or workmanship.

## **IMPROPER INFLUENCE**

The Contracting officer is the person occupying the position of the Manager of Procurement. The Contracting Officer shall appoint, in writing, a technical representative to help him monitor performance. This individual shall be a County employee and hereinafter referred to as the Contracting Officer Representative (COR). The Offeror must use this chain of communications at all times on all aspects of this contractual relationship.

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in suspension or debarment. Aggrieved Offerors are encouraged to use the County policy on any matter related to this contract.

**INDEMNIFICATION**

Contractor shall indemnify and hold harmless the COUNTY and the COUNTY's agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from performance of the Work defined herein, but only to the extent caused or contributed to by the acts or omissions of Contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Upon request of the COUNTY, CONTRACTOR shall, at no cost or expense to the COUNTY, defend any suit asserting a claim for any loss, damage or liability specified above, and CONTRACTOR shall pay any cost and attorneys' fees that may be incurred by the COUNTY in connection with any such claim or suit or in enforcing the indemnity granted above.

**INDEPENDENT CONTRACTOR**

It's understood that the CONTRACTOR'S relationship with the COUNTY for the purpose of this Agreement is that of an Independent CONTRACTOR, and nothing in this Agreement is intended to, or should be construed to; create a legal partnership, joint venture or active employment relationship with the COUNTY. CONTRACTOR will not be entitled to benefits which the COUNTY may make available to its employees. CONTRACTOR is solely responsible for, and will file, in a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and work; for supplies, goods, equipment, tools and receipt of fees under this Agreement. CONTRACTOR is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services and work under this Agreement. No part of CONTRACTOR'S compensation will be subject to withholding by COUNTY for the payment of any social security, federal, state or any other employee payroll taxes. OWNER will regularly report amounts paid to CONTRACTOR by filing Form 1099 and any other information with the Internal Revenue Service as required by law.

It's understood that this is not an exclusive contract with the COUNTY and CONTRACTOR may work from time to time for other clients.

**INSPECTIONS**

All parts of the work shall be subject to inspection and test; if CONTRACTOR covers up work required and agreed to be inspected prior to such inspection; the work must be uncovered and replaced at CONTRACTOR'S expense.

Failure to inspect or waiver of inspection does not relieve the CONTRACTOR of its obligations under the contract. Upon discovery of defective or nonconforming work, the County may either

- require the Contractor to correct the work at CONTRACTOR'S expense;
- perform the work and recover the cost therefor from the CONTRACTOR; or
- accept the defective work and make an equitable reduction in the contract price.
- County will withhold payment pending inspection of all work and services.

**INSURANCE**

CONTRACTOR shall be responsible for any damages resulting from its activities. CONTRACTOR shall pay for all such damage. Prior to commencing work hereunder, CONTRACTOR, at their own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the State of South Carolina Statute, and minimally the below listed coverage's.

Such insurance shall be issued by a company or companies

authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the COUNTY, but regardless of such acceptance, it shall be the responsibility of to maintain adequate Insurance coverage at all times. A breach of the insurance requirements is material.

Failure of CONTRACTOR to maintain insurance coverage shall not relieve CONTRACTOR of their contractual obligation or responsibility hereunder.

The information described herein sets forth-minimum coverage's and limits and is not to be construed in anyway as a limitation of liability on Contractor.

(a)	Public Liability Amount	Bodily Injury Liability
	Any One Person	Any One Casualty
\$100,000		\$250,000
	Property Damage Liability	
\$100,000		\$250,000
	Automobile Injury Liability (whether owned or non-owned)	
\$50,000		\$100,000
	Automobile Property Damage Liability (Whether owned or non-owned)	\$50,000 \$100,000
	Dishonesty Bond	\$5,000.00

CONTRACTOR shall obtain, maintain and provide the COUNTY with such Public Liability and Property Damage insurance and Dishonesty Insurance as shall protect CONTRACTOR, their Subcontractors, and when applicable, the Home Owner and COUNTY from claims for damages for personal injury, including accidental death, as well as for claims for property damage which might arise from operations under this Agreement, whether such operations be by CONTRACTOR, or its Subcontractors, or by any one directly employed by CONTRACTOR.

**Workers Compensation and Employers Liability Insurance:**

A workers compensation policy that specifies South Carolina coverage ("Other States" only is unacceptable), and an employer's liability policy with limits of per accident/per disease. It shall waive subrogation against the COUNTY, its officials, employees, temporary and leased workers and volunteers.

**Certificate of Workers Compensation and Employers Liability Insurance:**

The certificate shall indicate South Carolina coverage and the limits of the employer's liability coverage. It shall affirm the policy contains a waiver of subrogation against the COUNTY, its officials, employees, temporary and leased workers and volunteers. It shall provide evidence of compliance with the requirements in Cancellation.

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

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

**E. Certificate Recipient:**

All original certificates of insurance shall be sent to:

Richland County Procurement and Contracting  
Attn: Manager of Procurement  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204 – 1002

## **INTELLECTUAL PROPERTY**

Intellectual Property is all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

Offeror and its subcontractors hereby agrees to share with the County all worldwide right, title and interest in and to Intellectual Property created, made, conceived, reduced to practice or authored by Offeror for the County, or any persons provided by Offeror either solely or jointly with others, during the performance of the Agreement or with the use of information, materials or facilities of the County received by Offeror during the term of any Agreement entered between the County and Offeror.

The County shall be free to make, have made, use, offer for sale, sell, modify, translate, and import products utilizing the Intellectual Property developed for and assigned to the County. The County agrees to release Offeror, its subcontractors, agents and employees from liability arising from the County's offer for sale, sale, modification, translation and importation of products utilizing the Intellectual Property developed for and assigned to the County in its entirety.

Offeror shall promptly disclose to OWNER all Intellectual Property created by Offeror for any assigned project during the term of this Agreement.

Offeror shall execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure or enforce for the County's statutory protection including patent, trademark, trade secret or copyright protection throughout the world for all Intellectual Property assigned to OWNER pursuant to this section.

In addition, any Intellectual Property which qualifies as a work made for hire under the U.S. copyright laws shall be a work made for hire and shall be owned by the County. Offeror shall either:

(a) provide OWNER with a copy of a written Agreement with each of its employees and outside consultants prior to their working hereunder through which all rights to Intellectual Property created, made, conceived, reduced to practice or authored by Offeror's employee(s) within the scope of employment by Offeror in the performance of any Agreement are owned by Offeror and thereby subject to the preceding assignment; or

(b) require that the persons (employees or outside consultants and subcontractors) it provides to perform the services under this Agreement shall execute an instrument assigning such Intellectual Property to the County prior to commencing work under of an Agreement and provide County with a copy.

CONTRACTOR shall retain ownership of all Intellectual Property clearly documented as having been made solely by Offeror prior to the date of an Agreement and expressly excluded from this Agreement in an attachment hereto.

## **MATERIALS AND SUPPLIES**

Materials incorporated into the work shall be new and of good quality. The COUNTY may specify certain materials be of a particular type or from a particular manufacturer and may direct the CONTRACTOR to furnish evidence as to the kind and quality of materials to be furnished, including samples. The CONTRACTOR must apply in writing for permission to substitute one item for another. The CONTRACTOR is responsible for acquisition of and payment for all materials, supplies, etc., In the event certain items are designated as being furnished by the COUNTY, the CONTRACTOR will provide appropriate storage facilities and will protect the items in the same manner as if they were to be furnished by the CONTRACTOR.

## **NON-APPROPRIATIONS**

Any Agreement entered into by the COUNTY shall be subject to cancellation without damages or further obligations when funds are

not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

## **NOTICES**

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

- notice may be by means other than those listed, other than oral;
- parties must acknowledge the receipt of any notice delivered in person;
- Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and
- either party may change its address by written notice within ten (10) calendar days to the other.

## **COUNTY:**

Richland County Government Procurement and Contracting  
Attn: Manager of Procurement  
2020 Hampton Street, Suite 3064 (Third Floor)  
Columbia, SC 29204-1002

## **OTHER WORK**

It is understood that work not covered by this contract may be performed by the COUNTY or others in the same area that must be occupied by the CONTRACTOR. In such event, the CONTRACTOR shall fully cooperate with the COUNTY and such others and shall properly connect and coordinate his work with theirs. It is also understood that the COUNTY may occupy the premises during performance of work by the CONTRACTORS hereunder and that such occupancy shall not constitute acceptance of the work by the COUNTY.

## **PATENT**

CONTRACTOR shall hold the COUNTY, its officers, employees, and agents, harmless from liability of any nature or kind whatsoever, on account of use by the publisher or authorized agent or manufacturer, and any copyrighted/un- copyrighted composition, secret process, article or application furnished or used under this Agreement.

## **PAYMENT**

CONTRACTOR shall be compensated by COUNTY for providing the services described in the Notice to Proceed on the following basis:

CONTRACTOR will be paid as authorized on any individual Notice to Proceed and as approved by the Contracting Officer Representative according to the mutually agreed on price, cost, or fee.

Additional work requirements will be at the agreed on amount which may from time to time be modified upon mutual Agreement of the parties.

The COUNTY is not required to pay CONTRACTOR for training and/or orientation sessions.

CONTRACTOR should invoice COUNTY for services rendered; under provisions of the Prompt Payment Act payment terms for "Net 30 days" the COUNTY will make every attempt to satisfy the payment request within thirty calendar days as of receipt of invoice by the Contracting Officer for work confirmed as accepted and meeting the standard of quality to which agreed.

The COUNTY may pay interest to CONTRACTOR at a rate equal to **one percent** per month on sums, which the COUNTY fails to remit to CONTRACTOR on any undisputed portions within thirty calendar days from date of County's receipt of a valid and correct invoice (as determined by the County) on any unpaid amount for each month or fraction thereof, that such payment is delinquent due no fault of CONTRACTOR.

Invoices shall be submitted for the amount of work carried out and approved as accepted. Invoices submitted for payment for services provided under this Agreement, shall contain as a minimum:

- Name of business concern;
- Agreement number;
- Project number;
- Cost/price of services actually delivered;
- Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent;
- with the submission of any application for payment, CONTRACTOR must submit a schedule (detail information and breakdown by percentages of services or work for which invoicing) for the various parts of the work accomplished;
- Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve CONTRACTOR of any obligation by rule or law and/or under the Agreement;
- The COUNTY may dispute the value and quality of the work in question;
- The COUNTY shall have the right to withhold payments from CONTRACTOR due to actual or prospective loss due to defective or nonconforming work;
  - i. damage or cost for which CONTRACTOR is liable;
  - ii. amounts representing CONTRACTOR'S inability to complete the work or breach of any terms or conditions of the Agreement

#### **PERMITS**

CONTRACTOR must comply with all applicable requirements for permits for the contracted project and at a minimum must comply with:

- CONTRACTOR shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law (unless COUNTY elects to procure and pay for same), and shall deliver all proof of compliance to the COUNTY.
- CONTRACTOR shall report to COUNTY any aspect of noncompliance of specifications, requirements, and other Agreement documents with the law.
- If CONTRACTOR cannot procure necessary permits, COUNTY may cancel the Agreement without liability or may procure the permits and deduct the cost thereof from the Agreement price (only at the discretion of the Director of Procurement/Contracting Officer).
- CONTRACTOR at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.
- Standards of service, construction, repair and remodeling must be in accordance with the current building codes standards. The County has adopted the 2006 International Building, Mechanical, Plumbing, Fire, Energy Conservation, 2003 ANSI A 117.1 (accessibility) and the 2008 National Electric Code.

#### **PROHIBITION OF GRATUITIES**

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

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such

compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220.

The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to a child, grandchild or other close relative for love and affection except as hereinafter provided."

#### **PROJECT ORGANIZATION**

It is expected that CONTRACTOR will be dealing with various members of the COUNTY'S Staff during the course of this Agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), will be assigned and who shall be appointed to oversee and coordinate most aspects of the work and services.

The COR shall be the focal point of contact with CONTRACTOR'S representatives.

#### **PROTECTION OF PROPERTY AND PERSONS**

CONTRACTOR will adequately protect work or service performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The contractor will assume full responsibility for all CONTRACTORS tools and equipment and all materials to be used in connection with the completion of the work.

#### **PUBLICITY RELEASES**

CONTRACTOR agrees not to refer to award of this Agreement in commercial advertising in such manner as to state to imply that the products or services provided are endorsed or preferred by the Home Owner or the COUNTY.

#### **QUALIFICATIONS**

CONTRACTOR must be regularly established in the business called for, and who by executing this Agreement certifies that they are financially capable and responsible; is reliable and have the resources, ability and experience, to include, the facility and personnel directly employed or supervised by them to complete assignments awarded under this Agreement.

CONTRACTOR certifies that they are able to render prompt and satisfactory service in the volume called for under this Agreement.

COUNTY may make such investigation, as deems necessary to determine the ability of CONTRACTOR to perform the work.

CONTRACTOR shall furnish to the COUNTY all such information and data as the COUNTY may request, including, if requested, a detailed list of personnel which CONTRACTOR proposes to use, and a detailed description of the method and program of the work CONTRACTOR proposes to follow.

The COUNTY reserves the right to terminate, if anytime throughout the term of this Agreement the evidence submitted by, or investigation of, CONTRACTOR fails to meet all requirements as stipulated or satisfy the COUNTY that CONTRACTOR is properly qualified to carry out the obligations of the Agreement and to complete the work.

#### **QUALITY OF PRODUCT**

CONTRACTOR shall render the services consistent with the standard of care, quality, skills and diligence exercised by members of the same profession providing similar services under similar conditions at the time the services are to be performed. CONTRACTOR'S standard of care, quality, skills and diligence shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

#### **RESPONSIBILITY**

CONTRACTOR agrees that the contract price specified herein is based on Contractor's examination of the site and that will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination.

CONTRACTOR shall certify that they have fully acquainted themselves with conditions relating to the scope, and restrictions attending the execution of the work and services under the conditions of this Agreement. The failure or omission of CONTRACTOR to acquaint themselves with existing conditions shall in no way relieve CONTRACTOR of any obligation with respect to this Agreement.

#### **RIGHTS OF OWNERSHIP**

Except for CONTRACTOR'S proprietary software, materials, tools, proprietary all data, images, materials, documentation (including electronic files or documents), and applications generated and prepared by or exclusively for the COUNTY and or Home Owner pursuant to any Agreement shall be shared by the COUNTY and CONTRACTOR.

CONTRACTOR shall not sell; give; loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, property, valuables, goods, equipment, supplies or developments created specifically by or for the Home Owner and or COUNTY under this Agreement, without the written consent of the COUNTY. Any external requests to procure these data or materials must be forwarded to the COUNTY.

Without COUNTY'S prior written approval, CONTRACTOR shall not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by CONTRACTOR wherein the names of the Home Owner or the COUNTY, its subsidiaries, and/or affiliates are mentioned or their identity implied.

#### **SAFETY REGULATIONS**

The CONTRACTOR and its employees will observe the COUNTY'S general safety rules and the area safety rules in the area in which they are working which will include the following:

- a. Smoking -- Absolutely no smoking will be permitted except in authorized smoking areas. Any CONTRACTOR violating this rule shall be asked to leave the premises and may forfeit payment for work up to that point.
- b. Personal Protective Equipment -- The CONTRACTOR will observe all reasonable requirements and be held responsible for furnishing to his employees any items of personal protective equipment which may be necessary for the safe performance of the work (safety glasses, hard hats, etc.).
- c. Excavations and Barricading -- The CONTRACTOR will be expected to use proper barricading, ropes, warning signs, and other such devices wherever excavating, performing overhead work, hoisting, opening pits or trenches or the like is in progress. CONTRACTOR will also keep all aisles and roadways clear, and at no time obstruct passageways to existing emergency equipment such as showers, eye-wash fountains, fire blankets, hoses, alarm boxes, extinguishers, shut-off valves and switches, etc.
- d. CONTRACTOR is expected to supply fire extinguishers and other fire-fighting equipment in or near the work area is required by the state and federal regulations.
- e. A welding or cutting permit may have to be obtained from local management; where required, the CONTRACTOR will request all such permits in advance of performing the work. Cylinders not in use will not be on work site.
- f. Good housekeeping conditions will be maintained at all times. The CONTRACTOR is responsible for cleanup and disposal of debris, the proper storage of materials, keeping his work areas clean and free of tripping hazards and whenever necessary the daily removal of trash and other waste.
- g. Contractor will not store any equipment, tools, supplies, goods or materials on or in the Home Owners property. Contractors will not, under any circumstances leave unattended any containers of combustible (or flammable) liquids such as gasoline, fuel oils, paints, thinners, etc.
- i. CONTRACTOR will not manipulate any switch controls, valves or instruments without the advance approval of the County. CONTRACTOR will request advance permission before undertaking any work on piping distribution systems, utility lines entering tanks,

sewers, or vessels and as necessary for any work in or near special or hazardous operations.

CONTRACTOR is responsible for the subcontractors' compliance with safety procedures; CONTRACTOR'S must provide access by County's safety personnel to CONTRACTOR'S plans, specifications, and work schedules. The COUNTY will conduct periodic safety inspections.

The COUNTY will have the right to stop work in the event of CONTRACTOR'S failure to comply with safety requirements or to correct violations, without compensation for time lost; CONTRACTOR must maintain accident and injury records; be in compliance with the Occupational Safety and Health Act (OSHA) and other safety laws and regulations;

The CONTRACTOR is responsibility for performance of work at own risk; for prohibition of smoking except in authorized areas; use of alcohol and drug abuse and use during work and on Home Owner's property; furnishing of personal protective equipment; use of proper barricading and signs and maintenance of clear paths to emergency equipment; good housekeeping conditions; storage of flammable liquids; obtaining permission for and proper use of explosives; obtaining permission for work on systems in or near special or hazardous operations and notification of upon discovery of hazardous materials at the site.

#### **SECURITY – COUNTY'S RULES**

In consideration of the security responsibility of the COUNTY, the Contracting Officer and designee reserves the right to observe CONTRACTOR operations and inspect the related areas. Moreover, CONTRACTOR agrees to abide by any and all of the COUNTY'S rules and regulations, procedures and General Orders, as well as any directives by the COUNTY Council, Administrator, Contracting Officer or designee regarding CONTRACTOR performance when operating on or in Home Owner's property under the terms and conditions of this Agreement.

CONTRACTOR agrees to provide the names of employees assigned to work in and on the Home Owner's property and that the COUNTY may make criminal background record checks, and COUNTY may require CONTRACTOR to provide criminal background record checks.

The Contracting Officer or designee reserves the right to require the CONTRACTOR and all of CONTRACTOR'S employees and subcontractors accessing COUNTY'S or Home Owner's property to have CONTRACTOR and/or the COUNTY'S identification with photograph, name, and position of the employee at CONTRACTOR sole expense.

CONTRACTOR must issue photo identification cards (identifying the person with CONTRACTOR and or the

(COUNTY) if requested by the COUNTY and require it to be worn by its employees (or anyone associated with CONTRACTOR) whenever they are present on or in the COUNTY'S and Home Owner's property.

Persons not previously screened for admittance shall not be admitted on or in the COUNTY'S and Home Owner's property without proper notification and authorization from the Contracting Officer or designee.

CONTRACTOR is responsible for identifying fire escape routes to its employees, subcontractors (and to anyone associated with CONTRACTOR) in or on COUNTY'S and Home Owner's property.

CONTRACTOR employees and subcontractors shall comply with the COUNTY'S written policies and procedures relating to COUNTY security and safety requirements. CONTRACTOR and their employees and subcontractors shall also comply with all of the Federal, State and COUNTY rules concerning the use of the working areas.

CONTRACTOR and any of their representatives shall report any unusual occurrences immediately to the Contracting Officer or designee. It shall be the responsibility of CONTRACTOR to secure and insure safety of any assigned areas before exiting the Home Owner's property, unless notified in writing by the Contracting Officer or designee to do otherwise.

CONTRACTOR is further responsible for:

- CONTRACTOR must Comply with various rules and regulations so as not to unreasonably encumber the premises;
- Noninterference with the COUNTY'S activities or work of other Contractors;
- Compliance with County rules regarding signs, advertisements, smoking, and taking pictures on COUNTY and Home Owner's property, etc.;
- CONTRACTOR and employees or subcontractors must not use of intoxicating beverages on COUNTY or Home Owner's property;
- Enforcement of discipline and good order among the CONTRACTOR'S employees and subcontractors;
- Erection of temporary buildings or utilities;
- Use of lands for rights-of-way purposes;

**SERVICES**

Any deviation from the agreed on required services, and indicated herein must be clearly pointed out, otherwise, it will be considered that the required services offered are in strict compliance with the requirements and services, and CONTRACTOR shall be held responsible therefore. Deviations must be explained in detail and accepted by both parties prior to implementation.

**SEVERABILITY**

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

**STATEMENT OF COMPLIANCES AND ASSURANCES**

CONTRACTOR certifies in writing its compliance with all applicable federal and state laws/regulations and COUNTY ordinances to include;

- a. Assurance of non-collusion and understanding and acceptance of any and all provisions stated in this Agreement.
- b. The statement of Compliance and Assurance, along with other statements and certification shall be part of this Agreement.

**SOUTH CAROLINA LAW CLAUSE**

CONTRACTOR must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state.

Notwithstanding the fact, that applicable statutes may be authorized and/or licensed to do business in this state, by signing this Agreement, CONTRACTOR agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State/County.

**SUBCONTRACTS**

CONTRACTOR shall not subcontract work hereunder without the prior written consent of the COUNTY, and any such subcontract without consent of the COUNTY shall be null and void.

If CONTRACTOR proposes to subcontract any of the work hereunder, it shall submit to the COUNTY the name of each proposed Subcontractor(s), with the proposed scope of work, which its Subcontractor is to undertake.

The COUNTY shall have the right to reject any Subcontractor, which it considers unable or unsuitable to satisfactorily perform. CONTRACTOR shall not enter into any cost reimbursable Agreements with any proposed Subcontractor without COUNTY'S prior written authorization.

Notwithstanding any consent by the COUNTY to a proposed subcontract, CONTRACTOR shall remain responsible for all subcontracted work and services.

CONTRACTOR agrees it shall be as fully responsible to the

COUNTY for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by CONTRACTOR.

Neither this provision, this Agreement, the COUNTY'S authorization of CONTRACTOR'S Agreement with Subcontractor, COUNTY'S inspection of a Subcontractor's facilities, equipment or work, or any other action taken by the COUNTY in relation to a Subcontractor shall not create any contractual relationship between any Subcontractor and the COUNTY.

CONTRACTOR shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the COUNTY before commencement of any work by a Subcontractor. CONTRACTOR'S violation of this provision shall be grounds for the COUNTY'S termination of this Agreement for default, without notice or opportunity for cure.

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

**SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**TAXES**

All taxes must be included in the contract price/cost, such as federal, state, and local:

- sales;
- use;
- excise;
- transportation;
- privilege; and
- occupational taxes; or
- taxes, contributions, and premiums imposed upon or measured by Contractor's payroll.
- Taxes to be paid by the COUNTY must be identified and submitted with a full explanation.
- The County must be indemnified against any liability for such taxes, with the right to withhold from Contractor amounts sufficient to satisfy such taxes if Contractor fails to indemnify County.
- It is the Contractor's duty to promptly pay all sales, excise, and other taxes and to ensure that subcontractors promptly pay all applicable unemployment, social security, and workers' compensation taxes.

-- If the contract sum includes a tax not required to be paid, Contractor will take steps to secure a refund for County.

If Contractor fails to correct defective work within thirty calendar days of notice by the COUNTY, COUNTY may correct the work and charge the CONTRACTOR therefor. Contractor may be responsible for damages to other property or work occasioned by its breach of warranties.

### **TERMINATION**

The COUNTY shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) calendar day's written or telegraphic notice. Upon receipt of any termination notice, CONTRACTOR shall immediately discontinue services on the date and to the extent specified in the notice.

CONTRACTOR shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by COUNTY to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Agreement Release.

The COUNTY or CONTRACTOR may also cancel or terminate this Agreement in whole or in part by thirty (30) calendar day's written, electronic or telegraphic notice to either party:

if CONTRACTOR shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by CONTRACTOR; or

If CONTRACTOR becomes involved in some legal proceedings that in the opinion of COUNTY interfere with the diligent, efficient performance and satisfactory completion of the services; or

if CONTRACTOR fails to make delivery of or to perform the services within the time specified or any authorized extension thereof.

If in the event this Agreement is terminated or canceled upon request and for the convenience of either party without the required thirty (30) calendar days advance notice; both parties shall negotiate reasonable termination costs, if applicable.

If in case of default, the COUNTY reserves the right to purchase any or all items in open market, charging CONTRACTOR with actual costs. Should such charges be assessed, no subsequent proposals or bids of the defaulting CONTRACTOR shall be considered.

### **TITLE AND RISK OF LOSS**

Title to all completed or partially completed work on the Home Owner's property and to all materials to be incorporated in the work to include; stored property must be made to the and in the name of the County.

Notwithstanding the foregoing, and prior to acceptance of the completed work by the County, CONTRACTOR agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored off site, from any cause whatsoever until the work has been completed and accepted by County.

### **WARRANTIES AND GUARANTEES**

CONTRACTOR must obtain all possible manufacturers' warranties for equipment, materials, etc., and to assign such warranties to the County upon acceptance of the work. Other typical warranties and guarantees given by the Contractor include the following:

CONTRACTOR must provide written guarantee and warranties that all materials and equipment is new (unless otherwise specified), and free from defects in titles.

All work by CONTRACTOR will be done in a competent, workmanlike manner and remain free of defects in workmanship and materials for a period of one year from the date of acceptance (or such other date as agree on in writing). Work found to be defective within one year (or agreed on written period) after acceptance shall be promptly corrected within thirty calendar days after written notice from the County.



# *Section – C*

## *Special Conditions*

## *SPECIAL CONDITIONS*

### 1. False Statements in Submittal of Qualifications

Proposers must provide full, accurate, clear and complete information as required by this solicitation its attachments and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County Government (County) solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement. The County does not waive its rights to seek further actions.

### 2. Submission of Offers in the English Language

Offers submitted in response to this solicitation shall be in English. Offers received in other than English shall be rejected.

### 3. Submission of Offers in U.S. Currency

Offers (Costs or/and prices) submitted in response to this solicitation shall be in terms of official United States of America's currency (U.S. Dollar); offers received in other than U.S. dollars shall be rejected.

### 4. Bids shall be publicly received and recorded at the time and place indicated by Section C, paragraph 6 and Section G, item # 5 and 6a and amendments of this solicitation.

### 5. Bids shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Bids. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.

### 6. One original sealed bid clearly marked: **"RC-167-B-2019, Mobile Home Park Demo"** shall be submitted in an enclosed and secured envelope/container; the container shall be addressed to:

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

Bids shall be accepted until **Thursday, April 4, 2019, 2:00pm Eastern Time.**

### 7. The County will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately.

### 8. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the bid.

9. The County shall not accept responsibility for unidentified bids.
10. The County shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Bidder.
11. It is the intent and purpose of the County that this solicitation permits competition and inclusiveness. It shall be the participant's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least five calendar (7) days prior to bids receipt date. A review of such notification shall be made.
12. Every effort has been made to ensure that all information needed is included in this document. If the participants find that they cannot complete their response without additional information, they may submit written questions to the Office of Procurement at least five calendar (7) days prior to bids receipt date. No further questions will be accepted after that date.
13. Bidder(s) are to include all applicable requested information and are encouraged to include any additional information they wish to be considered on a separate sheet marked "Additional Information".
14. The County reserves the right to accept or reject any or all bids received in response to this solicitation and to waive informalities and irregularities. The County also reserves the right to terminate this solicitation and reissue a subsequent solicitation, and/or remedy technical errors in the solicitation process.

#### 15. BOND REQUIREMENTS

- a) **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

**CERTIFIED CHECKS:** If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Richland County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

- b) **PERFORMANCE SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

**OPTION 1: PERFORMANCE BOND:** Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Richland County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

**FAILURE TO SUBMIT CORRECT BID GUARANTEE WILL RESULT IN REJECTION OF YOUR BID.**

16. Insurance

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

Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. This agreement sets forth minimum insurance and is not to be construed in any way as a limitation of liability on **Contractor**.

- A. Workers Compensation and Employers Liability Insurance: The **Contractor** shall maintain Workers' Compensation and Employer's Liability insurance in accordance with South Carolina Law. "Other States" coverage is not sufficient. South Carolina coverage must be specified. Employer's Liability limits shall not be less than \$1,000,000 per accident/per disease.
- B. Crime Bond: The **Contractor** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **County**. The **Contractor** shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. The **Contractor** is required to provide documentation of Insurance and Bonding to the **County**.
- C. Commercial General Liability Insurance: The **Contractor** shall maintain a commercial general liability insurance policy on an occurrence basis for bodily injury, property damage and personal injury with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate.
- D. Auto Liability. The **Contractor** shall maintain business auto coverage for bodily injury and property damage for owned/leased, non-owned and hired vehicles.
- E. Builder's Risk. The **Contractor** shall maintain a builder's "all risk" or equivalent policy insuring the project on a replacement cost basis.
- F. Insurance Requirements for Subcontractor's and Sub-subcontractors: The **Contractor** shall require any subcontractor or sub-subcontractor not insured by the **Contractor** to meet South Carolina's requirements for vehicle liability and to have worker's compensation coverage, even the party if has less than four employees. A general liability policy shall be required.

G. Cancellation, Non-renewal, Reduction in Coverage and Material Change: The **Contractor** shall provide the **County** thirty (30) calendar days' notice in writing of any cancellation, non-renewal or reduction in coverage or any other material policy change, except that insurers may provide ten (10) calendar days' notice in writing for nonpayment of premium.

H. Certificates of Insurance: The **Contractor** shall furnish the **County** at the below address with certified copies of certificates of insurance within ten (10) calendar days of date of the notice to proceed: Richland County Government, Attn: Procurement, PO Box 192, Columbia, SC 29202. Richland County Government shall be named on the policies as certificate holder.

17. IRAN DIVESTMENT ACT: By submission of this bid/proposal, the bidder/proposer as the prime contractor/consultant/vendor does hereby certify his compliance to the following:

a) CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Richland County to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Richland County immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

# *SECTION -D*

## *FORMS*

*Richland County Government, South Carolina*  
*Statement of Assurance, Compliance and Noncollusion*

State of

County of

being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
  - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
  - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
  - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
  - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - (e) That such agent as indicated below is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Fax:

e-mail:

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ My commission expires:  
(Title)

**NOTARY SEAL**

**DECLARATION**

I certify that I am an officer of the firm listed below and under penalty of perjury under the laws of the United States and South Carolina declare that this firm, association or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project

\_\_\_\_\_  
Company

\_\_\_\_\_  
Legal Signature

It is further proposed:

To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums, to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the form of Contract within ten (10) days from the date of notice of contract from Richland County, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Contract Documents.

To furnish a Performance bond in the full amount of the contract and a Payment Bond in the full amount of the contract.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

To furnish a statement, on demand of the County, showing financial and general responsibility.

It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing the bond will, upon demand, forthwith make payment to the Richland County Treasurer's Office of the total amount of the bond.

The County reserves the right, should tie bids be received, to choose the low bid by chance.

Seal

Signed: \_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Address)

Incorporated under the laws of the State of: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

SC Sales Tax Number: \_\_\_\_\_

Current Richland County Business License?                      Yes                      No\*

*\*If no, contractor must complete the "Vendor Survey" on the Richland County Procurement website and return as indicated.*



**DRUG-FREE WORKPLACE CERTIFICATION**

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the award of the above-referenced contract, the undersigned, who is a member of the firm of \_\_\_\_\_ (hereinafter contractor) certifies on behalf of the contractor that the contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
  - (a) the dangers of drug abused in a workplace;
  - (b) the person's policy of maintaining a drug-free workplace;
  - (c) any available drug counseling, rehabilitation, and employee assistance programs:  
and
  - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying Richland County within ten days after receiving notice under item (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

CONTRACTOR

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

Legal Signature \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Date: \_\_\_\_\_, 2018

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Pay Item/s</u>	<u>Contract Amount in %</u>	<u>Sub-Contractor's Name &amp; License #</u>	<u>Address/Location</u>

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

### **SUPERINTENDENT, PRIME CONTRACTOR**

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

\_\_\_\_\_   
 Print Superintendent's Name

BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**MINORITY/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION SHEET**

**MBE/DBE Enterprises**

The OFFEROR shall take affirmative steps to assure that minority businesses, women's businesses and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce

The OFFEROR must complete the information below on each certified firm and submit it with its Solicitation response.

Owner's Name & Address	Business Name	Scope/Type of Work	Estimated Percentage (%) of Contract Work

I hereby certify that this company has been contacted and accepted the scope/type of work listed above. Furthermore I hereby certify that the companies listed above are willing to perform the work and that I am committed to utilizing the above companies on this contract. This form may be reproduced on additional sheets added in order to provide all requested information.

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

Authorized Signature: \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

I declare under penalty of perjury that the information provided herein is true and correct. SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Notary Public: \_\_\_\_\_

## GOOD FAITH EFFORTS

If a company fails to provide MBE/DBE participation the following information must be submitted to assist the OWNER in determining if the company made acceptable good faith efforts to meet the contract requirements.

Offeror must provide what action was taken to meet the below minimum criteria's for determining good faith efforts are:

- a) MBE/DBE'S must be informed of contracting and subcontracting opportunities;
- b) Offeror must solicit within sufficient time to allow the MBE/DBE'S to respond to the solicitation. Offeror must determine with certainty if the MBE/DBE'S is interested by taking appropriate steps to follow up their initial solicitation;
- c) Offeror should advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- d) Offeror should provide written notice to a reasonable number of specific MBE/DBE'S;
- e) Offeror should follow up initial solicitations of interest by contacting MBE/DBE'S to determine with certainty if they were interested;
- f) Offeror should select portions of work to be performed by MBE/DBE'S in order to increase the likelihood that the requirements are achieved (including, where appropriate, breaking out contract work items into economically feasible units to facilitate participation, even when Contractor might otherwise prefer to perform these work items with its own forces);
- g) Offeror should make available to MBE/DBE'S adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to the solicitation;
- h) Offeror should accept in good faith MBE/DBE'S and not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE/DBE'S standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of offers' in the contractor's efforts to meet the project requirements; Evidence of acceptance of offers includes the names, addresses, and telephone numbers of MBE/DBE'S that were considered; and a description of the information provided regarding the plans and specifications of the work selected for subcontracting;
- i) Offeror should use the services of available MBE/DBE'S; community organizations; MBE/DBE'S Contractors' groups; local, state and federal certified MBE/DBE'S. Assistance Offices; and other organizations allowed on a case by case basis to provide assistance in the recruitment and placement of M/WBE'S;
- j) The County may take into account the performance of other Offerors in meeting the requirements. For example, when the apparent successful Offeror fails to meet the requirements, but others meet it, it may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the requirements.
- k) Offerors using good business judgment should consider a number of factors in soliciting MBE/DBE'S, including taking a firm's price and capabilities as well as contract requirements into consideration.

The ability or desire of an offeror to perform the work with its own forces does not relieve the Offeror of the responsibility to make good faith efforts. Offerors are not, however, required to accept higher quotes if the price difference is excessive or unreasonable.

**COMMERCIAL NONDISCRIMINATION CERTIFICATION**

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Offeror has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Ordinance, Section 2-647: to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier, commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. With limiting the foregoing, "discrimination" also includes retaliating against any person or to her entity for reporting any incident of "discrimination." With limiting any provisions of the solicitation for response for this project, it is understood and agreed that, if this certification is false, such false certification will constitute ground for the County to reject the response submitted by the Offeror on this project, and termination of any Contract awarded based on the response. As part of the its response, the Offeror shall provide to the County a list of all instances within the immediate past 4 years where there has been a final adjudication determination in a legal or administrative proceeding in the State of South Carolina that the Offeror discriminated against its Subcontractors, vendors, supplier or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the County, the Offeror agrees to comply with the County's Commercial Nondiscrimination Policy as described under its Commercial Nondiscrimination Ordinance, Section 2-647, and further agrees to cooperate fully with the County in its inquiries relating to compliance with this policy.

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

Its: \_\_\_\_\_

SWORN to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public for South Carolina: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# No Bid Response

RC-167-B-2019

If a No Bid is to be submitted, please check the appropriate box below and return this form, prior to the Bid due date, to:

Richland County Government  
Procurement and Contracting  
2020 Hampton St, (Third Floor) Suite 3064  
Columbia, SC 29204-1002

Cannot respond to this solicitation due to the following reason:

- Do not sell or provide the requested goods or services
- Cannot comply with specifications/statement of work
- Specifications/statement of work is unclear
- Cannot meet delivery or period of performance
- Delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- Not enough time to prepare Qualification
- Plan to subcontract
- Job is too large
- Job is too small
- Other(please specify) \_\_\_\_\_

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

Company: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

Company Rep.: \_\_\_\_\_

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

*SECTION –E*

*REQUIREMENTS*



### **Scope of Services:**

The County is seeking proposals from qualified contractors to provide Demolition-In-Place services of a mobile home park located at **2311 Percival Road, Columbia SC 29223, Northeast Richland County, Tax Map #R19711-06-14 and Tax Map #R19711-06-15**. The two parcels are a total of 10.2 acres and contains sixty-four (64) confirmed mobile homes, nine (9) sheds and one commercial building. The entire project – each building, its contents and debris piles on site are deemed asbestos contaminated and asbestos abatement and debris removal services are needed. The contractor shall provide all materials, tools, machinery, labor and supervision. The demolition service shall include excavation of any footing and foundations and removal of all demolition debris from the demolition site. No material of any type will be allowed to remain at this site following the Demo-In-Place Project.

The contractor will submit application for permit for an emergency project. A demolition permit shall be purchased, posted and visible from the street **PRIOR** to beginning demolition

The Scope of Work shall include but is not limited to the listing below. The County may add or make changes with any service of a similar nature to those specified in this RFB as mutually agreed upon. The contractor must:

1. Be licensed as an asbestos abatement contractor and hold other professional credentials as required.
2. Be knowledgeable of all/current state, federal and Environmental Protection Agency (EPA) regulations and laws and provide services accordingly.
3. Obtain any/all licenses and permits (at the contractor's expense) prior to commencement of demolition activities in accordance with SCDHEC regulation 61-86.1.
4. All structures must be kept adequately wet during the demolition to reduce dust generated by the process. Excess water shall be collected, filtered through a 5 micron filter, and then discharged to a sanitary sewer. An alternate practice would be to allow the water to be diked and absorbed into the soil. A layer of soil is collected and disposed of with the ACM debris.
5. Provide air monitoring at the perimeter of the project site. Daily air monitoring is required for all abatement activities. The air samples must be analyzed by PCM. At the end of the project, the air monitor shall perform visual clearance of the site.
6. Insure that all disconnections are made and properly secured by contacting all utility providers and (water, sewer, electric, gas, cable, etc...) – PUPs.
7. Verify that appropriate rodent control measures have been taken as per departmental and state regulations.

8. If it is determined that a septic tank is located on the property it must be inspected by a SC DHEC inspector to determine the proper method that will be used for removal/handling.
9. No materials shall be salvaged, stored or accumulated in any area. All ACM debris ACM materials must be taken to the landfill at the end of each day's work shift or the dumpster must be physically secured at the site against disturbance by temporary fencing or equivalent. Waste containers on site will need to be abated as ACM.
10. The contractor will need to submit a variance request to have the waste contained in an open top container. The container may be lined with two layers of 6 mil polyethylene sheeting which will be closed over top of the debris pile before transport in a "burrito-wrap".
11. The method of demolition must be the DHEC approved asbestos removal process. By licensed contractor. However, provisions shall be made to protect the surrounding properties from damage, erosion and dust pollution. Any damages caused by the contractor will be repaired and restored to the original goods or acceptable condition by the owner of the surrounding properties, by the contractor.
12. Heavy equipment must be cleaned and visually cleared by the air monitor before it is approved to leave the site.
13. Keep the construction site clean. Removal and proper disposal of all materials shall be done on a daily basis.
14. Demolish dwellings, clear grade, compact and seed property to where one could run a mower over the lot without dislodging rocks, stone or debris.
15. Notify the Housing Official at least seventy-two (72) hours of the date and time demolition is to begin in order for the Housing Official or assigned Inspector to be on site before the start of the demolition. The Housing Official can be contacted at (803) 576-2148.
16. Provide year, make and model of all vehicles that will used to transport and dispose of debris. Also, contractor will provide the type of trailers that will be used.
17. Provide the name, address and phone number of an approved C&D Landfill that will be used to dispose of debris.
18. Provide copies of landfill slips to show debris was disposed of at said landfill.
19. Contractor must be able to respond to emergency calls within two hours once notified.

20. Contractor is responsible for keeping pedestrian passageway clear and free of debris at all times.
21. Ensure proper protection and safe passage ways are provided during demolition at all times.
22. Ensure street name plates are removed from buildings to be demolished and replaced on a temporary fixture.
23. Ensure proper marking are displayed during the operation of powered mechanical equipment in the area where demolition service is being conducted.
24. Ensure all flammable goods are removed from the site. Flammable goods shall be handled/disposed of in accordance with state, federal and EPA regulations.
25. Must comply with special conditions established concerning equal employment and business opportunities.

# *SECTION - F*

## *Schedule*

**SCHEDULE  
MUST BE COMPLETED BY VENDOR OR  
CONTRACTOR**

**(Include applicable taxes and freight on separate lines)**

Item # ( a )	Supplies/Goods/Services/Equipment/Vehicles ( b )	Quantity ( c )	Unit of Issue ( d )	Unit Price ( e )	Total ( f )
1	Per the Scope of Services- Demolition-In-Place of a mobile home park located at 2311 Percival Road, Columbia SC 29223, Northeast Richland County, Tax Map #R19711-06-14 and Tax Map #R19711-06-15. The two parcels are a total of 10.2 acres and contains sixty-four (64) confirmed mobile homes, nine (9) sheds and one commercial building. The entire project – each building, its contents and debris piles on site are deemed asbestos contaminated and asbestos abatement and debris removal services are needed. The contractor shall provide all materials, tools, machinery, labor and supervision. The demolition service shall include excavation of any footing and foundations and removal of all demolition debris from the demolition site. No material of any type will be allowed to remain at this site following the Demo-In-Place Project.	1		Lump Sum	\$

**GRAND TOTAL IN WRITING**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. If BIDDER is bidding more than one contract, BIDDER is responsible for obtaining and presenting two separate bid securities, one for each contract. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all Bidding Documents and of the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_

(b) BIDDER has visited site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied, if any, all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities

*at or contiguous to the site.* BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, test, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to the BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

# *SECTION -G*

## *SOLICITATION OFFER & AWARD*

**RICHLAND COUNTY GOVERNMENT COLUMBIA SOUTH CAROLINA**

**SOLICITATION, OFFER AND AWARD**

**(SUPPLIES, GOODS, EQUIPMENT, VEHICLES, and SERVICES)**

\*\*\*\*\***SOLICITATION INFORMATION**\*\*\*\*\*

1. SOLICITATION:RC-167-B-2019	9. Brief Description: Mobile Home Park Demo
2. ISSUE DATE: 3/11/2019	
3. FOR INFORMATION CALL: 803-576-2130	
3a. Procurement Agent :Jennifer Wladischkin	
3b. Fax <b>(803) 576-2135</b> E-mail: <a href="mailto:wladj@richlandcountysc.gov">wladj@richlandcountysc.gov</a>	5a. Pre-Solicitations Conference: NONE
5. <b>SUBMIT SOLICITATIONS TO:</b> <b>RICHLAND COUNTY GOVERNMENT OFFICE</b> <b>OF PROCUREMENT &amp; CONTRACTING</b> <b>2020 HAMPTON STREET,</b> <b>THIRD FLOOR, SUITE 3064</b> <b>COLUMBIA, SOUTH CAROLINA 29204-1002</b>	

6. Submission Deadline: Day: Thursday Date: April 4, 2019 Time: 2:00PM

7. Submit Sealed Solicitations: One (1) original solicitation to address shown in block #5

8. Firm Offer Period:180 days

9. This solicitation consists of Section "A" through Section "H" to include all addendum's

**OFFEROR BUSINESS CLASSIFICATION (TO BE COMPLETED BY OFFEROR)**

10. Check Appropriate Boxes  Partnership  Individual  Corporation  Sole Partnership  Trading under Trade Name

<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)	<input type="checkbox"/> White Female (WF)
<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)	<input type="checkbox"/> Other:
<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)	
<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)	

11. Please indicate firm delivery date in calendar days:

12. Please indicate method of shipment and delivery:

13. All deliveries must be FOB Destination and Payment Terms will be a minimum of Net 30

14. **OFFER:** In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in Block "8" above, to furnish any or all requested in this solicitation as specified within the firm delivery date.

15. Name and address of Entity (Type or print):    e-mail:  Telephone #:  Fax #:  Federal Identification #:	16. Name & Title of Agent Authorized to sign the Solicitations. (Type or Print):
	17. Signature of Agent & Date
	18. Subscribed and sworn to me  This            day of  My commission expires:  (Title)
	SEAL  <b>(Must be notarized by a Notary Public)</b>

**AWARD (TO BE COMPLETED BY RICHLAND COUNTY GOVERNMENT)**

19. Approval Date:	20. Award:	21. Contract #:
22. Contracting Officer:	23. Signature:	24. Award Date:



# APPENDIX - 1

# SAMPLE CONTRACT

**CONTRACT AGREEMENT**  
**RC- \_\_\_\_\_**

THIS Contract Agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "OWNER") and \_\_\_\_\_ (hereinafter called "CONTRACTOR") for the following Project, for which the Work under the Contract Documents may be the whole or only a part, is generally described in the OWNER's Invitation for Bids: Bid No. \_\_\_\_\_ (hereafter called "Invitation For Bids") as follows:

(Put Description of Project Here)  
(the "Project").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

1.1 CONTRACTOR shall complete all work for the Project as specified or indicated in the Contract Documents (the "Work"). The Work is generally described as follows:

(Put Description of Bid Package Here)

**Article 2. INSPECTOR.**

2.1 The OWNER has designated the ENGINEERS NAME as its representative and it will assume all duties and responsibilities and will have the rights and authority assigned to the INSPECTOR as described in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Construction Engineering and Inspection shall also be performed by ENGINEER as the INSPECTOR. The INSPECTOR information for notice purposes is:

ENGINEER NAME AND ADDRESS

**Article 3. CONTRACT TIME.**

3.1 The Work will be Substantially Complete **no later than \_\_\_\_\_, 2018** ("the Contract Time.")

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete within the time(s) specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion of work.

- 3.3 The Contract Time may be changed only by a Change Order or Claim as defined in the SCDOT Standards Specifications and for the reasons stated in the General Conditions that are part of the Invitation For Bids.

**Article 4. CONTRACT PRICE.**

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, and in accordance with the unit bid prices submitted in the Contractor's Response to the Invitation for Bids on \_\_\_\_\_, 2017 with an initial contract amount of \$ \_\_\_\_\_.
- 4.2 The Contract Price may be changed only by a Change Order for the reasons stated in the General Conditions that are part of the Invitation For Bids.

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions in the Invitation for Bids but in no case shall submit Applications for Payment more than once per month. Applications for Payment will be processed by INSPECTOR as provided in the General Conditions.

- 5.1 Payment Terms. Payment will be made within thirty (30) days after acceptance of completed order/project in accordance with the payment schedule. Payment applications for construction contracts are to be submitted on the latest standard AIA Application for Payment form for unit price contracts. Application for Payment shall reflect work completed through the last day of the month. Retainage for construction contracts will be on each Application for Payment is as follows: 10% of completed, 10% of stored materials. Partial payments will be made as follows: Provided an Application for Payment is received by the INSPECTOR, or project manager, no later than the 10<sup>th</sup> of the month, the OWNER shall make payment to the CONTRACTOR not later than thirty (30) days from receipt of the approved Application for Payment. If an Application for Payment is received by the INSPECTOR after the 10<sup>th</sup> day of the month, payment shall be made by the OWNER no later than thirty (30) days after the INSPECTOR, or project manager, approves the Application for Payment.
- 5.2 Final Payment. Upon Final Completion and acceptance of the Work in accordance with the General Conditions in the Invitation For Bids, OWNER shall pay the remainder of the Contract Price and retainage as recommended by INSPECTOR as provided in this Article, subject to any offsets due to OWNER as provided in this Agreement.

**Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all conditions and including any federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous

to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by CONTRACTOR for such purposes.

- 6.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given INSPECTOR written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by INSPECTOR is acceptable to CONTRACTOR.
- 6.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which compromise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Contract Agreement.
- 7.2 The OWNER's Invitation For Bids: Bid No. [REDACTED] (Not attached but incorporated herein by reference thereto.) The Invitation For Bids includes all documents that were part of the advertisement of the Project, including but not limited to Instructions to Bidders, General Provisions, and General Conditions in the bid documents.
- 7.3 Contractor's Response to Bid No. [REDACTED] including its Bid Bond. (Not attached but incorporated herein by reference thereto.)
- 7.4 Technical Specifications, Special Provisions and Addendums provided in the bid documents that is part of the Invitation for Bids. (Not attached but incorporated herein by reference thereto.)
- 7.5 The following, which may be delivered or issued after the effective date of the Agreement and not attached hereto:
  - a) Notice to Proceed
  - b) Performance Bond
  - c) Payment Bond

- d) Fully executed Written Amendments
  - e) Fully executed Work Change Directive(s)
  - f) Fully executed Change Order(s)
- 7.6 Additionally, if not included in the Invitation for Bids, the OWNER's General Conditions that are the standard terms and conditions for doing business with Richland County and found at <http://www.richlandonline.com/Government/Departments/BusinessOperations/Procurement.aspx> ("OWNER's Standard General Conditions") are part of the Contract Documents.
- 7.7 Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents," and form the entire Agreement between the parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of the Agreement, any other Contract Document and any Exhibit irreconcilably conflicts with a provision of the Agreement, the following rules of interpretation shall control:
- 7.7.1 As between this primary Agreement document and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), this Agreement shall govern.
  - 7.7.2 As between the Invitation For Bids and the SCDOT Standards Specifications, the Invitation For Bids shall govern, including all Supplemental Specifications and Addenda issued by the OWNER as part of the Invitation For Bids.
  - 7.7.3 As between any other Contract Document (except the Contractor's Response to the Invitation for Bids and the OWNER's Standard General Conditions), the other Contract Document shall govern.
- 7.8 Degree of Application: CONTRACTOR. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence section herein, the CONTRACTOR will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

**Article 8. MISCELLANEOUS.**

- 8.1 Terms used in this Agreement will have the meanings indicated in the Invitation For Bid documents, including the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specially stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal

representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies and deduct from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER'S expenses and compensation for additional engineering services made necessary by such default, neglect or failure. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER. Should the CONTRACTOR default under its obligations in the performance of this Agreement and is terminated by the OWNER prior to Substantial Completion of the Work, the CONTRACTOR shall be liable to the OWNER for all actual, consequential and incidental damages as a consequence of CONTRACTOR'S default, including but not limited to, the additional cost to complete the Work under the approved schedule at the time of the CONTRACTOR'S default and any liquidated damages that may result from any resulting delay of the date of Substantial Completion.
- 8.6 The CONTRACTOR warrants to the OWNER and INSPECTOR that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CONTRACTOR further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.
- 8.7 If the CONTRACTOR encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in the character of the Work to be provided in the Contract Documents, the CONTRACTOR shall promptly provide notice of a Claim to the OWNER and the INSPECTOR before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If the INSPECTOR determines that conditions differ materially and cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the Work, the INSPECTOR will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the INSPECTOR determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the INSPECTOR shall promptly notify the OWNER and CONTRACTOR in writing, stating the reasons. The failure of the CONTRACTOR to provide written notice of the nature of the Claim within the ten (10) days, and that the Claim may result in a delay or additional cost to the OWNER, is an absolute waiver of the CONTRACTOR'S right to any additional contract time or compensation because of such site conditions. This waiver applies notwithstanding the

OWNER' s actual knowledge and notice of the site conditions and/or CONTRACTOR's Claim associated with such site conditions.

- 8.8 Non-Appropriation: Any contract entered into by the OWNER resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 8.9 Indemnification: The contractor shall indemnify and hold harmless the OWNER, its officials, employees, temporary and leased workers and volunteers from and against any and all damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from negligent performance of the Work defined herein, but only to the extent caused or contributed to by the negligent acts or omissions of contractor, its subcontractors and consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damages, loss or expense is caused in part by a party indemnified hereunder..
- 8.10 Governing Law: This Agreement is to be construed in accordance with the laws of the State of South Carolina.

## **ARTICLE 9. INSURANCE.**

At least ten (10) business days prior to CONTRACTOR'S start date Contractor shall provide OWNER a certificate of insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having a Best Rating of A-, VII or higher. All insurance shall be at Contractor's expense and be maintained throughout the contract period.

CONTRACTOR must have these same insurance requirements for any of its subcontractors, and verify them, or insure them under CONTRACTOR'S policies. CONTRACTOR shall provide and shall request insurers to provide the OWNER 30 days written notice of any cancelation, non-renewal or reduction in coverage. CONTRACTOR agrees the OWNER is covered by any provisions or limits in excess of the minimum requirements of this contract. The policies shall be noncontributory. Any deductibles or retentions are the responsibility of the CONTRACTOR. Any breach of this contract is material. The OWNER reserves the right to modify these requirements, including the limits.

The commercial general liability policy and the auto liability policy shall include: a) contractual liability b) a waiver of subrogation for the OWNER, its officers, officials, employees, leased and temporary employees and volunteers c) primary coverage even if the policy asserts it is excess, secondary or contingent and d) severability of interest.

The certificate shall name the OWNER, its officers, officials, employees, leased and temporary employees and volunteers as additional insureds with coverage as comprehensive as Insurance Offices Form CG 20 10 11 85.

CONTRACTOR shall obtain a commercial general liability policy with minimum limits of one million dollars per occurrence and two million dollars aggregate. The completed operations coverage shall extend at least two years beyond the completion date.

CONTRACTOR shall obtain a workers' compensation policy that provides South Carolina coverage ("Other States" coverage is unacceptable.) and employer's liability with \$500,000 limits per accident / per disease. Subrogation against the OWNER shall be waived for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

**Article 10. OTHER PROVISIONS.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, under seal. One counterpart each has been delivered to OWNER, CONTRACTOR and INSPECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_.

**OWNER:**

**CONTRACTOR:**

**RICHLAND COUNTY**

\_\_\_\_\_.

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

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

Its: County Administrator

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

(INSPECTOR)

Designated Representative:

Designated Representative:

And  
Richland County (OWNER)  
Office of Procurement & Contracting  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204



# APPENDIX - 2

# SITE PHOTOS

Photos are available as a separate file under the solicitation document on the Procurement website.



**Richland County Council  
Special Called  
July 10, 2018 – 6:00 PM  
Council Chambers**

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

**OTHERS PRESENT:** Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trena Bowers, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Stacey Hamm, Ismail Ozbek, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Synithia Williams, Art Braswell, Stephen Staley, Shahid Khan, Michelle Rosenthal, Jamelle Ellis, and Bryant Davis

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson praised the Lord for all of the people getting out of the cave in Thailand.

2. **INVOCATION** – The invocation was led by the Honorable Norman Jackson

3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Norman Jackson

4. **APPROVAL OF MINUTES**

- a. **Budget – 2<sup>nd</sup> Reading: June 14, 2018** – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as published.

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

The vote in favor was unanimous.

- b. **Regular Session: June 19, 2018** –Mr. Pearce moved, seconded by Ms. Kennedy, to approve the minutes as published.

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

The vote in favor was unanimous.

**Special Called  
July 10, 2018  
-1-**

- c. Zoning Public Hearing: June 26, 2018 – Ms. Myers moved, seconded by Mr. Malinowski, to approve the minutes as published.

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

The vote in favor was unanimous.

5. **ADOPTION OF THE AGENDA** –Mr. Smith stated the following item needs to be added under the Report of the Attorney for Executive Session: Pending Litigation - Richland County, et. al. vs. South Carolina Department of Revenue.

Ms. Myers moved, seconded by Mr. C. Jackson, to adopt the agenda as amended.

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

The vote in favor was unanimous.

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

- a. Intertape Polymer Group, Inc. Property Donation
- b. Contract with Recreation Commission
- c. Contractual Matter: 911 Communications Center
- d. Richland County, et. al. vs. South Carolina Department of Revenue
- e. County Administrator Search Firms
- f. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- g. Personnel Matter: Clerk to Council Contract

7. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing:** No one signed up to speak.

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

- a. Health Savings Account –Dr. Yudice stated this item is the Health Savings Account for the upcoming health insurance plan year. The County will be expanding options for County employees by offering a Health Savings Account (a/k/a HSAs). These accounts have greater flexible over how employees use their healthcare dollars. They also provide tax advantages to save for future medical expenses. The contributions are made directly to an IRS approved trustee administering the account. The contributions can earn tax free interests. Employees can use these funds for qualified medical expenses. If funds are used by non-medical expenses, there is a 10% tax penalty for employees younger than 65 years. This is an additional benefit for County employees, in addition to the 2 health plans we have, the standard and the buy-up plan.

Ms. Dickerson inquired if this is the one where you can pay into it and when you have some additional expenses the insurance does not pay, you can use the card to pay for those medical expenses.

**Special Called  
July 10, 2018**

-2-

Mr. Hanna stated it is, but this also has some additional options. Both the employer and employee can contribute to this type plan. Also, this is a plan that is portable. It belongs to the employee, so the employee can take these funds with them, if they decided to leave the County. They can also be used for other purposes, after you turn 65.

Ms. McBride stated, at one time, they had a health spending account where at the end of the year you would lose your money. With this it rolls over, so you never have to worry about losing your money.

Mr. Hanna responded in the affirmative. Unless, and until, you spend it, it remains your money. As Dr. Yudice said, this is an additional option, so employees can still select the buy-up plan or the standard plan. They can also still select the flexible spending account we have now.

Mr. Livingston inquired if this is a 100% employee contribution.

Mr. Hanna stated the IRS provides the option for the employee or the employer to contribute to the Health Savings Account.

Mr. Livingston inquired as to what our plan is doing.

Mr. Hanna stated they have not finalized the selection. We plan to recommend offering County contributions, if the savings will, at least, equal to the County's contributions. The Health Savings Plan costs less than the standard or the buy-up plan because the deductibles are higher, so it would be a lower costs for both the County and the employee.

- b. Transportation Penny Interns – Dr. Thompson introduced the Transportation Penny Interns to Council.

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

- a. Doris Greene, US Census Bureau – This item was deferred until a future Council meeting.
- b. Richland County Recreation Commission Meet & Greet with Executive Director, July 12, 5:30 – 7:00 p.m., Adult Activity Center, 7494 Parklane Road – Ms. Roberts reminded Council of the Meet and Greet with the new Richland County Recreation Commission Executive Director on Thursday, July 12<sup>th</sup> at the Adult Activity Center.
- c. National Intern Day, July 26, 11:00 a.m. – 1:00 p.m., Transportation Penny Office, 201 Arbor Lake Drive – Ms. Roberts reminded Council of the National Intern Day event on July 26<sup>th</sup> at the Transportation Penny Offices.
- d. SC Association of Counties Institute of Government and Annual Conference, August 4 – 8 – Ms. Roberts reminded Council of the upcoming SC Association of Counties Institute of Government Classes and Annual Conference.
- e. NACo Annual Conference – Ms. Roberts reminded Council of the upcoming NACo Conference, which will be held July 13-16 in Nashville, Tennessee.

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10. **REPORT OF THE CHAIR**

- a. County Administrator Search Firms – Mr. Smith stated the last time this was discussed Mr. Hanna was briefing the Council on the options. He talked about whether you wanted to proceed with the State contract or not.

Ms. Dickerson inquired if the Councilmembers had received the information that Mr. Hanna emailed out yesterday regarding the firms.

Mr. Hanna stated, as reminded, there are firms that are on State contract, if the Council would like to use one of those firms. Also, there may have been some discussion about the possibility of meeting with or interviewing one or more of those firms. Council also has the option of going out on a RFP and soliciting responses from other firms.

Ms. Dickerson stated Mr. Hanna sent Council sent Council 2 options yesterday, and she believes we could consider 1 of those 2 firms.

Mr. Hanna stated, it is his understanding, any of the vendors that are on the State contract the Council could select, if the Council desires to do so.

Ms. Dickerson requested Mr. Hanna repeat the 2 that were sent out to Council yesterday.

Mr. Hanna stated he thinks the information that was sent out yesterday was a follow-up to the meeting. Two things he sent out were options about the process. One was from Minnesota's League of Cities and the other was from ICMA about the selection process. He also sent out a draft job description for the County Administrator, and a job description from Charleston County for the County Administrator. In addition, he provided the SC Code of Laws, as it relates to the County Administrator, and information from the County's ordinance, as it relates to the County Administrator. He states they have provided information before, as it relates to the vendors that are on State contract. He does not have the list handy, but Ms. Wladischkin may have them.

Ms. Myers stated the contractors, according to the email sent previously by Mr. Hanna, are Coleman Lew & Associates, Charlotte, NC; Find Great People, Greenville, SC; and Randy Frank Consulting, Connecticut.

Mr. Manning inquired why the Finding Great People's fee to initiate the search was \$1,500. Whereas, Coleman Lew & Associates was \$13,000 and Randy Frank Consulting was \$15,000. The percentage of the contract for the first year's salary related to the contract, two was 20% and one was 31%. He was unclear, since those percentages, to some degree, tracked, but the initiation fee, \$15,000/\$13,000 seemed to track, but the \$1,500 seems like a real outlier when the higher percentage was not that one.

Ms. Wladischkin stated she does not know why Find Great People would be so significantly less than the other two, but the fees come off of the first year's percentage of the salary. If you were to choose someone that any of those companies recommended, whatever the fee would be reduced off their percentage of the first year's salary.

Mr. Manning stated it does not really matter what the fee is. The only thing we should be looking at is the percentage of salary. In that case, given that two of them were 20% and one was 31% did Ms. Wladischkin see any reason for one to be twice again as high as the other two.

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Ms. Wladischkin stated she did not see anything that stuck out.

Ms. Dickerson inquired if we will be selecting one of these tonight.

Ms. McBride inquired as to what the going percentage rate was.

Ms. Wladischkin stated she is not familiar with any other search firm rates. She believes the last contract we had for County Administrator search was a flat fee. She stated she can do some research and submit the information to Council.

Mr. N. Jackson inquired about how many firms were on the State contract.

Ms. Wladischkin stated the 3 that were mentioned are the only ones on the State contract for Executive search firms.

Ms. McBride stated she did not know there were only 3 on the State list.

Mr. Manning stated he knows that one of these firms had done the recruitment for the successful candidate for Lexington County. He inquired as to which one that was.

Mr. Hanna stated he does not remember, but he could get that information.

Mr. Manning moved, seconded by Ms. Dickerson, to defer this item until Mr. Hanna brings back the requested information.

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

The vote in favor was unanimous.

Mr. Hanna stated the firm Find Great People assisted Lexington County in their search.

Mr. Manning moved, seconded by Mr. N. Jackson, to enter into contractual negotiations with Find Great People firm, a firm on the State of South Carolina Procurement approved list, to assist the Richland County Council with the search for its next County Administrator.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. Personnel Matter: Current Assistant County Administrator/Acting County Administrator – This item was taken up in Executive Session.

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- c. Personnel Matter: Clerk to Council Contract – This item was taken up in Executive Session.

11. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – No one signed up to speak.
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – No one signed up to speak.
- d. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters – No one signed up to speak.
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Pearce, to defer the public hearing until the September 18<sup>th</sup> Council meeting.

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

The vote in favor was unanimous.

12. **APPROVAL OF CONSENT ITEMS**

- a. 18-019MA, Mohammad Tabassum, RU to NC (1.7 Acres), 7125 Monticello Road, TMS # R07600-02-25 [SECOND READING]
- b. 18-020MA, Robert L. Legette, NC to GC (.51 Acres), 441 Percival Road, TMS # R016712-06-03 [SECOND

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- c. 18-022MA, Scott Morrison, RU to RS-E (10.81 Acres), 204 Langford Road, TMS # R15200-05-02(p)  
[SECOND READING]
- d. Using Public Funds on Private Roads: Hardship Options
- e. Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment
- f. Melody Garden Stream/Ditch Stabilization Design Professional Services Contract
- g. An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA)

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the consent items.

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

The vote in favor was unanimous.

13. **THIRD READING ITEMS**

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. C. Jackson moved, seconded by Ms. Myers, to defer this item until the September 18<sup>th</sup> Council meeting.

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski stated at the June 19<sup>th</sup> meeting there were some comments about “tweaking” the language regarding the authority for the Assistant County Administrator. He stated this is the same language that was at that meeting. He inquired if there was no need to change the language. He thought there was some concern about it.

Mr. Smith stated if the situation does not change. If there is no action taken, as it relates to delegating to

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the Assistant County Administrator the duties and responsibilities, then we have to tweak the language. He would suggest that Council give Third Reading and delete any reference to the Assistant County Administrator, and just leave it blank, until such time as you decide how you want to proceed.

Mr. Pearce stated he is not sure he is comfortable with that. We are talking about bonds, and a lot of money. We could not move forward on the bonds until that is corrected. You cannot leave something to just fill in the blanks. You would have to have a new motion.

Mr. Cromartie stated Council has the authority to proceed with the issuance of bonds. You can delegate the authority to the Chair, so that the bonds can be issued, and things can continue to move forward. That would be means by which to continue to move forward in the current situation.

Mr. Pearce inquired if Mr. Cromartie was suggesting the wording be changed, and the Assistant Administrator's name be removed, and the Chair's name be inserted. Mr. Smith's recommendation was to leave it blank.

Mr. Smith stated his recommendation was to delete any reference to the Assistant Administrator. Then, until you determine who you were going to delegate that to. What Mr. Cromartie is suggesting, at this point, is that responsibility can be delegated to the Chair, with the deletion of the Assistant Administrator.

Mr. Pearce stated, for clarification, that the document does not need to have a specific person referenced in the document.

Mr. Cromartie stated the ability to proceed forward with the issuance of the bonds can be taken by Council. Given that you are uncomfortable with leaving it blank, and he can appreciate that, he would recommend delegating that to the Chair. That would allow you to proceed forward, and not have the issue of leaving it blank.

Ms. McBride stated so we do not necessarily have to have an individual's name. She inquired if it could be delegated to the person that the County authorized. Therefore, if we have someone else doing it, rather than the Chair. If we have an Interim/Acting person, that person could do it; otherwise, if we use the Chair's name, that person would not be able to sign off.

Mr. Cromartie stated he would not delegate it to a named individual. It would be delegated to a position, so it would be the Chair, County Administrator, etc. It would be the authority given to someone in a position of authority from Council.

Mr. Manning stated he would like to move for 5-minute recess to allow the attorneys to confer. He stated Council does not make good decision when we are doing this on the fly.

Mr. Manning moved, seconded by Mr. C. Jackson, to take a 5-minute recess.

Mr. Rose inquired if the attorneys need 5 minutes.

Mr. Cromartie stated he believes they are okay.

Mr. Manning withdrew his motion for a 5-minute recess.

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Mr. Manning made a substitute motion, seconded by Mr. N. Jackson, to give Third Reading to “An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Chair of the Richland County Council certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski inquired of Mr. Cromartie if the language in Mr. Manning’s motion would be fine.

Mr. Cromartie responded in the affirmative.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- c. An Ordinance Authorizing the issuance and sale of not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Manning moved, seconded by Mr. Malinowski, to give Third Reading to “An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Richland County Council Chair to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto”.

Mr. Malinowski stated his only question is when we approved bonding for EMS there were specifics given of what they needed, but on this particular one we just put “raising monies to establish, maintain and operate the fire system”. It does not give any specifics. He inquired if there any specifics they are trying to purchase with these funds.

Mr. Cromartie stated, his understanding, is the purpose for the not to exceed \$2 million was for CRFDC self-contained breathing apparatus and other things related to the division. We do know where the funding is to go.

Mr. Pearce stated the list was provided previously.

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

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The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

Mr. C. Jackson stated, for clarification, in matters like this, where we have now assigned the task to the Chair, does it mean the Chair or the Chair's designee, or only the Chair. And, if the Chair is unable or unavailable to perform the duty does it now have to come back before Council to have some other position in its place.

Mr. Manning stated his thinking would be we elect a Chair and Vice Chair. The Vice Chair acts in absence of the Chair, so they would be able to act in the absence of the Chair.

Mr. Smith stated he thinks that would be correct.

Mr. Pearce stated he thought the Chair could designate.

Mr. Smith stated he thought the question was, "If the Chair isn't here...."

Mr. C. Jackson, for clarification, restated his question as follows: "Does this mean the Chair or the Chair's designee..." then, he said, "If the Chair is unavailable to do it..." It's really a two-part question. The first part of the question is would it be the Chair or the Chair's designee.

Mr. Cromartie stated, in this instance, it would be the Chair, or the individual with the authority in the position of the Chair, which would be the Vice Chair. That is why when we spoke earlier it went to the position, and not an individual.

Ms. Dickerson stated she is going to try to make herself available between now and December.

Mr. Pearce inquired, if Council were to secure an Interim Administrator, would they need to take this item back up?

Mr. Cromartie stated Council would not.

Mr. Pearce stated, for clarification, the Chair could designate the Interim Administrator.

Mr. Smith stated Council has already voted to designate the Chair to execute this series, as it relates to this bond issuance. At this point, Council has reconsidered that, so she can go forward and take that action, based on your direction.

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the September 18<sup>th</sup> Council meeting.

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

The vote in favor was unanimous.

14. **SECOND READING ITEMS:**

- a. 18-021MA, Christopher Alford, CC-4 to CC-2 (2 Acres), 7430 Fairfield Road, TMS # R11904-02-05 [SECOND READING] – Ms. Kennedy stated this is not what it is supposed to be and the community has already expressed their concern about this before. She was led to believe it was something different from what it is going to be. It has been proven that it is just what the community thought it was.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to deny this item.

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

The vote in favor was unanimous.

- b. Authorizing the Expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure Credits to Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters –Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

Mr. Malinowski stated he went back and looked at the June 5<sup>th</sup> meeting, and did not find it listed in the agenda.

Ms. Onley stated it was taken up at the June 19<sup>th</sup> Council meeting.

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

Opposed: Malinowski

The vote was in favor.

- c. An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015 – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

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15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

- a. An Ordinance Amending Chapter 17, Motor Vehicles In Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Rd. [FIRST READING]  
– Mr. Pearce stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. Review Section II(i)(2)(4) of County Ordinance 043-14HR, “If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not b be paved.” This seems to go against the way most items are done in our country, by majority, so why shouldn’t a majority also decide if a road should be paved or not? – Mr. Manning stated, it appears to him, as he reads it, that this is just a question. So, it looks like he is to answer the question yes or no, whether “This seems to go against the way most items are done in country, by majority, so why shouldn’t a majority also decide if a road should be paved or not?” He would appreciate some clarification on whether there is a motion here, and if it is what is the motion.

Mr. Malinowski stated his motion is that we change the ordinance, as it currently reads, so that 51% of the individuals in favor of paving a road can have the road paved.

Mr. Manning moved to send this back to committee, with that language, for the committee to consider.

The motion died for lack of a second.

Mr. Malinowski moved to direct staff to change the language, so that is will read that if 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.

Mr. Manning stated he will second the motion if he heard it correctly. The motion was to ask the staff to change this language on the agenda.

Mr. Malinowski stated to change it in the ordinance. To change Sec. II(i)(2)(4) of County Ordinance 043-14HR, so that it reads, “If 51% or more of all such property owners decline said road paving, then the subject road shall not be paved.”

The motion died for lack of a second.

Mr. N. Jackson stated one of the main concerns he has when it comes to property owners, and right-of-way or easements...

Mr. Livingston inquired about what Council was discussing because there was no motion.

Ms. Dickerson stated this item came out of the D&S Committee with no recommendation. At this point, she stated she will entertain a motion on this item.

Mr. Rose moved, seconded by Mr. C. Jackson, to leave the ordinance as is.

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Mr. Rose inquired if this was Mr. Ozbek's area.

Mr. Ozbek stated it is his area, as well as Transportation.

Mr. Rose stated he was curious what other counties do in relation to this. He stated there are a lot of things he is concerned about. When you say property owner, what if there are 5 houses on a road, and 3 are owned by someone that rents and lives out of State. What if there are 4 houses on a road, and paving would be great, but you have someone that owns 2 houses and lives out of State. He assumes there was a reason this put in as 25%, and he is curious what other jurisdictions do. It sounds good, but the devil is in the details here. He is just very cautious about changing this. He would certainly welcome additional research.

Ms. Myers stated she agrees with the motion, as it stands, because one of the major issues you have to address is, the whole point of getting people's consent is there is a small taking of property from each of the property owners to expand these dirt roads wide enough to pave them. The reason it is such a high barrier is you have to convince the overwhelming majority to give up a piece of their land for a public use. Otherwise, it would be a taking, and we might get into whether or not we have to compensate all of those people. If we go to 51%, do we then compensate the folks who come back and say, "A simple majority now controls a sliver of my property." She thinks it is at the right place now, where you do not over burden people and take their property.

Mr. N. Jackson stated that was part of his argument. First, to change the ordinance we would have to have 3 Readings and a public hearing, so the public could have input on the takings of their property. When you take an easement, right-of-way, etc. to pave a road, people are giving up their property, and we are either paying them for it, or asking them to donate their property. At a certain point, if it is for the good of the public, we can condemn. In dirt roads, it is slightly different. It is not a simple majority because it has an effect on the citizens that live there. Some people do not want it paved. Some people have horses, and do not want their roads paved. That is why it is such a small amount. We can send it back to staff, and get the same information, or we can move on.

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

Opposed: Malinowski

The vote was in favor.

- c. Implementation of the proposed Bulk Item Collection Procedure – Mr. Pearce stated the committee forwarded this item without a recommendation. Staff has put a lot of work into this process and have come up with guidelines. There was some discussion on whether we wanted to implement this Countywide or do a pilot project. Staff supports moving forward with the plan.

Ms. McBride requested Mr. Braswell explain the bulk item collection vs. what is going on now.

Mr. Braswell stated currently residents have to call in to schedule bulk item pickup. The resident will call into the One Stop Program. One Stop will refer it to the Solid Waste Division. The Solid Waste Division will contact the hauler, and the hauler will contact the resident to schedule the collection. The goal is to make it easier for citizens, so they do not have to call in to have it picked up. Also, residents are not aware they have to call us and put things out by the road. The proposed procedure is to have the hauler

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pick up no more than 4 items every other week.

Ms. McBride inquired if there is a negative impact on picking up the bulk items at one time, in terms of how many different spots they can pick up in.

Mr. Braswell stated the proposal is to limit 4 items, per household, every other week. The concern you have is people putting out a lot more material, which could fill up the truck before it runs its entire route. We will have to watch and make sure the residents comply with the proposed bulk item collection.

Ms. McBride stated, for clarification, if they fill up the truck, those items they were not able to load on the truck would stay there until...

Mr. Braswell stated until the hauler gets back. The hauler would have to empty his truck and come back.

Ms. McBride inquired as to who would be collecting the bulk items seeing as there is so much material. Would you have to have a certain type of truck? Or would this impact smaller services that collect.

Mr. Braswell stated, right now, they have 4 haulers that service the 8 service areas. They would be the ones responsible for collecting the material. Some of the haulers have clamshell trucks where they can pick up materials like that already. Other are using their rear loaders, so it may limit how much they could pick up at any one time. The goal is to limit the amount, so they would be able to run a normal route without having a problem.

Ms. McBride inquired staff has discussed this with the haulers.

Mr. Braswell stated they have spoken with the haulers.

Ms. McBride inquired as to their opinion of it.

Mr. Braswell stated most of them are supportive. A lot of them like the current process of calling in because it lets them know what is out there on the curb before they go pick it up. They do have some haulers that are already picking up stuff like this, even though it is outside our ordinance. Most of the haulers say they could work with the County to do it.

Ms. McBride stated her concern is that she has not heard from those that have concerns about it, and the impact it has on them.

Mr. Braswell stated the biggest concern is the end of semesters at the colleges where they put out a lot of materials at one time. Also, when there is an eviction and a lot of materials. Normally those are tagged because the haulers cannot pick them up. A lot of the material cannot be picked up, and they are not calling for pickup. We usually go through an enforcement process with the homeowner or resident, if they are putting materials out there that should not be out there or too much. Right now, the haulers we have discussed it with said they can work with us, and make it work.

Mr. Manning stated Mr. Braswell said there were 4 haulers. And he said, most of the ones you talked to.

Mr. Braswell stated it was discussed with all of them. All of them said they could work with us, and do

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what we are proposing. Some of them had concerns about the amount of materials that was going to be placed by the road.

Mr. Malinowski stated he does not know if there is more than one guideline pamphlet for the residents, but the one he has says you will put such items out by the curbside the 2<sup>nd</sup> Monday of the month and it will be picked up by Friday. It says nothing about calling in. It just gives a process whereby to put these items out there. It seems like we are already doing it, unless that is something that is outdated, and new things have been sent and he did not get it.

Mr. Braswell stated the booklet Mr. Malinowski has is outdated. About 3 – 4 years ago they changed the process. He stated they are preparing to revise the booklet, but wanted to wait until this process has been approved.

Ms. Dickerson stated there are several neighborhoods she has that she has passed by and there are mattresses on the road for over 2 weeks. That is so irritating when you have to go through your communities and see all these mattresses and trash cans by the road. The enforcement on this whole item is really making a lot of neighborhoods look like a trash can, especially where there is rental properties.

Ms. Kennedy stated she knows firsthand they do not pick it up. It sits out there forever, and they put a tag on it and tell you to take down to the dump.

Mr. Braswell stated that is what they are hoping this process will address.

Mr. N. Jackson stated we have developed a clean sweep, at least once a year, and that has helped a lot.

Mr. Braswell stated the clean sweeps occur every weekend, but the County is so large.

Mr. N. Jackson inquired how often the haulers will pick up with this proposal.

Mr. Braswell stated the proposal is to collect bulk items twice a month.

Mr. N. Jackson inquired if the proposal is based up the need, or could it be done once a month.

Mr. Braswell stated the problem with once a month is getting into the issue of too much material in the road for the trucks.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the implementation of this process with a 6 month review to determine if it is viable or not.

Mr. Manning made a substitute motion, seconded by Mr. C. Jackson, to defer this item until the September 18<sup>th</sup> meeting. He stated he would like an opportunity to have someone come and talk at the regularly scheduled neighborhood meetings in his district, and hear what the neighborhoods have to say about the proposed process.

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

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The vote in favor was unanimous.

- d. Property donation offer, TMS # R17400-03-23 – Mr. Pearce stated the committee recommended Council respectfully decline the offer to accept the property. This was an overgrown detention pond.

Mr. N. Jackson stated the problem he sees with denying the offer is the homeowners' association will stop paying taxes, and the property will be left there. No one will want to purchase it, and they do not have to maintain it. The problem comes with the development community when they are developing a property, and they have a retention pond. You purchase a home, then you realize you have to pay upkeep for a retention pond. When you purchase property in a subdivision, the County inspects the road, and the County takes over and maintains the roads. The homeowner purchases a house, and they are stuck with maintaining a retention pond. The developer does not tell them that. It is not in their document when they purchase a property, and they are stuck with this bill. What has started to happen is that they decide not to pay taxes on that property, and it is abandoned. It is an eyesore and causes problems. The taxpayers are coming to Council because we approve these development, and we do not hold the developer or the contractor responsible for the disposal of the property. Our constituents are going to call us to find out what they can do. We have to cut the ditches for the water to run by the roadway, so we have proper drainage. When it comes to these retention ponds, it is similar. If it is not maintained it can cause major problems.

Dr. Yudice stated, for clarification, this is a retention pond that is near a commercial business on Killian Road. Mr. Ozbek inspected it, and it is not in a residential development.

Mr. N. Jackson stated residential or commercial we have to hold someone responsible because if they stop paying taxes on it, then no one owns it.

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

Opposed: N. Jackson

The vote was in favor.

- e. Richland County Storm Drainage Easements within City of Columbia Limits – Mr. Pearce stated the committee recommended Council grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the problem relates to the manner in which the City is annexing property. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed prior to the annexation. He stated if we were to accept what the City wants we were talking about potentially millions of dollars.

Mr. Ozbek stated the cost estimate on one property was \$400,000. There are literally thousands of drainage easements, for different purposes.

Ms. Myers inquired if the majority of these, when the City annexed them, the County stopped maintaining them, and the City did not undertake maintenance; therefore, they have fallen into disrepair. And, what has now happened is the City wants the County to essentially go back and repair these drainages, and infrastructure, from the time they annexed, but did nothing to keep them up.

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Mr. Ozbek stated that is correct.

Mr. Pearce stated, for clarification, that is why we have included the piece about annexation. If there was better discussion, in advance, about annexation, some of these things could have been avoided and worked out.

Mr. N. Jackson stated the City annexes an area, but neglects to annex the ditches. So, we are supposed to continue to maintain these ditches, and that is an annexation problem.

Mr. Manning stated the motion made reference to a meeting with the City. He inquired if that is referencing the next joint Councils meeting.

Mr. Pearce stated we would be willing to discuss a better method. It just says, we believe a part of the problem is the manner in which they annex, and the County would be willing to meet. It does not specify anything about a joint meeting.

Mr. Manning stated, when you were saying the County would be willing to meet, is that referencing our next joint Councils meeting, maybe?

Mr. Pearce stated it did not address that. When they are told we are not going to do this, that we would say staff would be willing to meet with them.

Mr. Manning stated he knows we have been having joint Council meeting, in the past, and he thought this might be an item for the next Councils meeting.

Mr. Pearce stated it could be. When they discuss it with the City, the City may say, "When do you want to do this?" and that could be a possibility.

Ms. Myers stated the staff's recommendation is pursuant to an Attorney General opinion, and not just our reflexive desire not to help the City. There is an opinion that says the municipality, and not the County is responsible for maintenance, and repair, of the roads located inside its corporate limits. It goes on to discuss annexation, and who is responsible when.

Ms. Kennedy stated the City is continuously annexing property without discussing it. They need to be responsible for what they annex.

Mr. N. Jackson stated we have several differences with the City of Columbia. Over the years, it continues to grow. We talk about it, but we have not met. He stated he made a motion last year, and he made a motion again this year, to have a roundtable discussion with the City Council members to iron out whatever difference we have, and move forward. We have staff make discussions, but at least once a year there needs to be a roundtable to discussion to address these situations.

Ms. Kennedy stated she made the discussion motion at the last joint meeting we had, and they said they would not be annexing stuff without discussing it. A month afterward, they annexed part of District 7 into the City.

Mr. Pearce restated the motion to grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the

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problem relates to the manner in which the City is annexing these properties. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed, prior to the annexation.

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

The vote in favor was unanimous.

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

- a. Council Motion: Guidelines for dedications at the Decker Center – Mr. Manning stated this item is a Council motion. The motion is “Guidelines for dedications at the Decker Center”. He was unclear as to what an “aye” or “nay” vote on that would be. The briefing document gave a good deal of information, which included “move to establish guidelines for dedications at Decker Center, to include how they will be funded.” The alternatives, in the agenda packet on p. 147, was to consider the motion and proceed accordingly or to consider the motion and not proceed. The staff recommendation, on p. 148, was that Council may consider forming a small committee with representation from Council.

Mr. Rose moved, seconded by Mr. Malinowski, to follow staff’s recommendation to form a committee to present guidelines to full Council.

Mr. Manning made a friendly amendment to include dedications at any Richland County building.

Mr. C. Jackson stated, for clarification, if this means we will not do any future dedications until those guidelines have been approved by Council.

Mr. Rose stated, in his opinion, until guidelines are in place, if a majority of Council wanted to do something, they would have the ability to do so. Guidelines would be helpful in guiding us, going forward.

Ms. Dickerson stated we need some guidelines on this this because we are getting requests to do dedications, and we have not set any guidelines, as to how we would do them (i.e. expenses).

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

The vote in favor was unanimous.

-  b. FY18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

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

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to DPX Technologies, LLC; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

Mr. Livingston stated this somewhat of a unique project. This is a firm that got started by a USC Chemistry Professor. Then, it moved to Midlands Technical College Incubator, and now they are moving into the Research Park.

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

19. **NOTIFICATION OF APPOINTMENTS**

- a. Accommodations Tax – Fiver(5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat) – Mr. Malinowski stated the committee recommended appointing Mr. James Tyler Burns for the at-large vacancy, and re-appointing Mr. Bill McCracken for the Hospitality Industry vacancy.

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

The vote in favor was unanimous.

- b. Business Service Center Appeals Board – 1 (Applicant must be an attorney) – Mr. Malinowski stated the committee recommended appointing Mr. Marcus J. “Marc” Brown.

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

The vote in favor was unanimous.

- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry) – Mr. Malinowski stated the committee recommended appointing Mr. George Whitehead to the at-large vacancy.

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

The vote in favor was unanimous.

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20. **REPORT OF THE BLUE RIBBON COMMITTEE**

- a. A Resolution to approve the purchase of the remaining 54 properties, substantially damaged by the 2015 flood, as the owners and County complete all necessary due diligence – Mr. Pearce stated this is a follow-up item to the June 19<sup>th</sup> meeting. As you recall, we approved 20 properties for buyout that due diligence had been completed. The item before Council tonight is a resolution to purchase the remaining 54 properties substantially damaged by the 2015 floods, as soon as the owners and County complete all necessary due diligence.

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

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

- a. Decker Boulevard/Woodfield Park Neighborhood Improvement Project was denied TAP Grant Funding – Mr. C. Jackson stated this item was received as information.
- b. Transportation Penny Funds will be utilized to pay for closing Devine Street and Gadsden Street Railroads – Mr. C. Jackson stated the recommendation is to approve the cost design fee, not to exceed \$35,000, for the railroad crossing closing Devine Street and Gadsden Street, pending the determined cost, or allowable expenditures, within the penny funds.

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

The vote in favor was unanimous.

- c. Crane Creek Neighborhood Improvement Project – Mr. C. Jackson stated the recommendation was to approve the recommendations of the PDT to go forward with the design study.
1. Approve the Executive Summary from the Public Meeting
  2. Approve the Recommended Designs
  3. Approve the Design Contract for the OETs

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

The vote in favor was unanimous.

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## Richland County Council Request for Action

**Subject:**

Total Rewards Implementation

**Notes:**

April 23, 2019 – The committee recommending Council adopt the recommendation of the Total Rewards Study and support the actions necessary for Richland County Government to become an Employer of Choice. In addition, that the Human Resources Department will provide an implementation schedule and additional information for those positions not include in the original analysis.

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Sandra Yúdice, Ph.D., Assistant County Administrator  
Dwight Hanna, Director  
**Department:** Human Resources  
**Date Prepared:** April 10, 2019 **Meeting Date:** April 23, 2019

<b>Approved for Council consideration:</b>	Acting County Administrator	John Thompson, Ph.D., MBA, CPM
<b>Committee</b>	Administration & Finance	
<b>Subject:</b>	Total Rewards Implementation	

**Recommended Action:**

Staff recommends County Council adopt the recommendations of the Total Rewards Study (TRS) and support the actions necessary for Richland County Government (RCG) to become an Employer of Choice.

**Motion Requested:**

Move to accept staff’s recommendation to adopt a total rewards philosophy and strategy and implement the recommendations of the Total Rewards Study in phases through the budget process over the next several years. This will include efforts and actions by departments, supervisors, and employees focused on moving RCG towards an Employer of Choice.

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

Investment in implementation of the Total Rewards program may require approximately \$11.4 million dollars plus associated benefits. These costs include \$1.4 million plus associated benefits to bring employees to the minimum of the new pay ranges, and \$10 million plus associated benefits to make wages more competitive with the Market Rate. These numbers will be fluid as a result of changing employees’ salaries because of personnel transactions such as: new hires, retirements, resignations, promotions, etc.

**Motion of Origin:**

N/A

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

### Discussion:

Staff briefed County Council on the Total Rewards Study (TRS) during the 2019 Council Retreat as well as provided a more a detailed presentation during a Council Work Session held on March 19, 2019.

Achieving Employer of Choice status will require significant investment and follow up by management, greater accountability for all levels of staff, proper training for and engagement by all employees. By adopting the TRS recommendations, Council will authorize the following:

- Accept the Total Rewards Study Final Report
- Adopt the Employer of Choice Strategy
- Adopt the Total Rewards Focus
- Authorize the Director of Human Resource Services Department to coordinate the necessary analysis, management, training, accountability and follow up on the responses in the Employee Engagement Survey with departments and employees
- Authorize the Director of Human Resources to assign job classifications to the appropriate pay ranges based on appropriate market rate data, internal equity and other relevant job classification information
- Approve the proposed pay structure ranges
- Authorize the County to invest up to \$11.4 million plus associated benefits in the realization of the TRS Program during FY 2019/2021
  - \$1.4 million plus associated benefits to bring employees up to the minimum of the proposed pay structure ranges
  - \$10 million plus associated benefits to make employees' wages more competitive with the Market Rate for their respective jobs considering their years of experience with Richland County Government

### Attachments:

1. Total Rewards Study PowerPoint
2. Total Rewards Summary Report



Support County Council's Mission and Vision

MISSION STATEMENT:

The mission of the government of Richland County, South Carolina, is to provide essential services, efficiently and effectively, in order to improve the quality of life for its citizens. Richland County Government shall be accessible to all and shall provide cordial, responsible assistance and information in a prompt, equitable, and fair manner. This mission shall be achieved with minimal bureaucracy, with integrity, and within the parameters and power set forth in applicable federal, state, and local laws.

VISION STATEMENT:

Richland County will be a model community for the State and nation. Our county will be a safe, diverse, and sustainable community, with a thriving economy that provides opportunities for all residents to live, work, learn, and grow.



# TOTAL REWARDS JOURNEY STUDY FINAL REPORT

Presented by

T. Dwight Hanna, Director of Human Resource Services Department

## GOOD NEWS!

**IT'S NOT  
*Just*  
ABOUT  
THE MONEY**

# &

## BAD NEWS!

It's More Difficult  
Than Just Spending  
Money



Richland County Government  
Confidential and Privileged

## WHY TOTAL REWARDS?

- Reinforce the mission, vision and values of RCG
- Create appropriate competitive advantage for attracting and retaining qualified employees
- Enhance the employee experience with RCG
- Reduce the financial investments necessary
- Offer and communicate rewards which meet the needs of a diverse work force
- Position RCG as an Employer of Choice



## WHAT DO TODAY'S EMPLOYEES WANT?

- Competitive wages
- Career development opportunities
- User friendly technology
- Relationship with supervisor
- Reputation of organization
- Civility
- Active listening
- Procedural justice
- Workplace flexibility
- Mental Health
- Work assignments
- Job security
- Accountability
- Health Insurance
- Wellness
- Safety
- Recognition
- Choice



## TOTAL REWARDS MAJOR COMPONENTS

- Custom Employer Survey - Peer Group
  - Specific comp, benefit, retirement, work-life questions
- Employee Engagement Survey
  - Conduct Employee Climate Survey and Use Demographic Data
  - Conjoint Analysis
  - Total Rewards Strategy Session
- Classification and Compensation Data Analysis
  - Labor market—lose to/draw from
  - Specific public and private entities
  - Scope and demographics
- Total Rewards Programs and Practices Analysis



## TOTAL REWARDS EXECUTIVE SUMMARY

- Achieve and Maintain Desired Positioning vs. Market
  - Internal vs. external pay competitiveness
  - Compensation competitiveness against peers
  - Employee and retiree benefits competitiveness with peers
- Address wage Compression
- Engagement Process with All Departments
  - HRSD began the process with a TRS Committee to gain employee feedback
  - HRSD moved into the department consultation phases with over 100 meetings between HRSD and Department Heads or their designees
  - HRSD will be partnering these groups for the multi-year implementation phases of the project



## WHAT IS THE CUSTOM EMPLOYER SURVEY?

- This custom survey of total rewards programs and practices was sponsored by Richland County, South Carolina and conducted by Buck (formerly Conduent HR Consulting) between June and August 2018.
- The primary objective of the survey was to gather benchmark information from selected organizations about compensation, benefit, and human resource programs and policies to determine competitive market practices for hiring, retaining, and rewarding employees.
- This information will enable the County to assess and improve its programs and policies.
- Finding the right mix and delivery of total rewards is essential to creating an organization in which employees can build a successful career and individuals want to join.



## WHAT IS THE EMPLOYEE ENGAGEMENT SURVEY?

- Approximately 50% of RC employees responded to the survey, which was **higher than expected and more than previous RC engagement surveys.**
- **The survey was split into six major sections:**
  - About You (Demographics)
  - Your Experience
  - Your Benefits and Compensation
  - Your Career
  - Your Work Environment
  - Anything Else? (Miscellaneous)

Survey Reveals Gaps in Employer of Choice Status



# Sample Question 1

Q9: Why do you still work at Richland County? What motivates you to come to work each day?(Check all that apply)

## Overall Results

N=1218

Benefits	Career	Compensation	Culture	Work Environment	Co-workers	Other reasons
33%	52%	17%	12%	33%	37%	25%

## Results by Employee Group

	Benefits	Career	Compensation	Culture	Work Environment	Co-workers	Other reasons
Director	29%	50%	17%	17%	29%	17%	50%
Manager	39%	55%	17%	12%	34%	35%	34%
Supervisor	32%	63%	14%	10%	29%	33%	25%
Exempt Employee	32%	57%	21%	17%	42%	43%	21%
Non-exempt (hourly) Employee	34%	48%	18%	12%	35%	40%	24%
Prefer not to say	31%	47%	11%	10%	19%	25%	25%

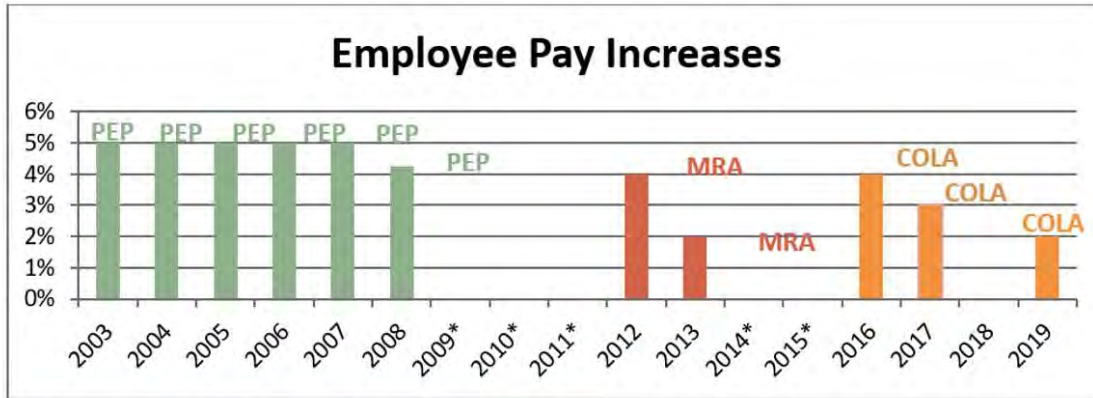


# EMPLOYEE ENGAGEMENT SURVEY EXECUTIVE SUMMARY

- One of the final questions asked, “Suppose you were in charge for a day and could make one change to make Richland County an even greater place to work. What would you do?” Thematically, the most frequent responses were:
  - More opportunities for career advancement
  - Additional paid and unpaid time off
  - Flexible work arrangements
  - Compensation aligned with the market



# PAY INCREASE HISTORY



\*Employees did not receive pay increase this year



# WHAT ARE PERCENTILE WAGES

## What are Percentile Wages?

The percentile wage estimate is the value of a wage below which a certain percent of workers fall.

The following table provides an example of an occupation's percentile wages:

Percentile	10%	25%	50% Median	75%	90%
Annual Wage	\$22,880	\$31,200	\$41,600	\$49,920	\$60,320

The annual wage estimates in this example indicate that:

- 10% of employees earn less than \$22,880 per year; therefore the remaining 90% earn more than \$22,880 per year.
- 25% earn less than \$31,200; 75% earn more than \$31,200.
- 50% earn less than \$41,600; 50% earn more than \$41,600 (The 50th percentile is called the Median).
- 75% earn less than \$49,920; 25% earn more than \$49,920.
- 90% earn less than \$60,320; 10% earn more than \$60,320.



www.bls.gov

## CLASSIFICATION AND COMPENSATION ANALYSIS

### Benchmark Analysis

- Buck conducted a competitive benchmarking analysis comparing the County's pay practices for a representative sampling of jobs ("the benchmark jobs") against defined labor markets.
- Buck worked with Richland County to determine the primary labor markets against which the County competes for talent. In addition, Buck and Richland County worked to identify secondary labor markets that the County should be aware of, against which they may compete for talent.



## CLASSIFICATION AND COMPENSATION ANALYSIS

### Salary Structure

- Based on the market values for the benchmark positions, a competitive salary structure was developed and positions slotted based on their market value and in consideration of internal alignment. The end result is a salary grade and range assignment for each position at the County.
- Richland County's compensation structure consists of:
  - 18 grades
  - Midpoint progression (percent increase from grade midpoint to midpoint) that is 10% at the bottom of the structure, 12% in the middle grades, and 15% at the higher grades.
  - Range spread of 60% (percent difference from minimum to maximum) at the bottom half of the structure, moving to 80% at the higher grades, maintaining a strong link to market data, while allowing for internal equity at Richland County.



## Proposed Pay Structure Ranges

Grade	Salary Range					Midpoint Progression	Range Spread
	Min	1st Quartile	Midpoint	3rd Quartile	Max		
18	\$119.5	\$143.4	\$167.3	\$191.2	\$215.1	1.15	80%
17	\$103.9	\$124.7	\$145.5	\$166.3	\$187.1	1.15	80%
16	\$90.4	\$108.4	\$126.5	\$144.6	\$162.7	1.15	80%
15	\$78.6	\$94.3	\$110.0	\$125.7	\$141.4	1.12	80%
14	\$70.2	\$84.2	\$98.2	\$112.3	\$126.3	1.12	80%
13	\$62.6	\$75.2	\$87.7	\$100.2	\$112.8	1.12	80%
12	\$55.9	\$67.1	\$78.3	\$89.5	\$100.7	1.12	80%
11	\$49.9	\$59.9	\$69.9	\$79.9	\$89.9	1.12	80%
10	\$44.6	\$53.5	\$62.4	\$71.3	\$80.3	1.12	80%
9	\$42.9	\$49.3	\$55.7	\$62.2	\$68.6	1.1	60%
8	\$39.0	\$44.8	\$50.7	\$56.5	\$62.4	1.1	60%
7	\$35.4	\$40.7	\$46.1	\$51.4	\$56.7	1.1	60%
6	\$32.2	\$37.0	\$41.9	\$46.7	\$51.5	1.1	60%
5	\$29.3	\$33.7	\$38.1	\$42.5	\$46.9	1.1	60%
4	\$26.6	\$30.6	\$34.6	\$38.6	\$42.6	1.1	60%
3	\$24.2	\$27.8	\$31.5	\$35.1	\$38.7	1.1	60%
2	\$22.0	\$25.3	\$28.6	\$31.9	\$35.2	1.1	60%
1	\$20.0	\$23.0	\$26.0	\$29.0	\$32.0	--	60%



## DEPARTMENTAL SUMMARY RESULTS

### Market Analysis: Findings

- Base salaries for sixteen (16) departments are at or below the 25<sup>th</sup> percentile of the market, in aggregate.
  - Base salaries for eleven (11) departments are competitive with the 50<sup>th</sup> percentile, in aggregate.
  - Two (2) departments, Administration and Coroner, are competitive with the 75<sup>th</sup> percentile of the market.

Department	# Inc	Base Variance		
		25th	50th	75th
Administration	2	36.6%	21.4%	5.3%
Animal Services	8	-8.3%	-17.1%	-25.7%
Auditor	5	-1.1%	-11.6%	-21.3%
CASA	2	-5.7%	-16.4%	-27.3%
Clerk of Court	23	4.5%	-5.3%	-18.0%
Community and Government Service	1	4.5%	-10.4%	-17.6%
Community Planning and Development	33	11.5%	-2.0%	-12.8%
Coroner	2	38.3%	27.1%	6.7%
Detention Center	157	-12.5%	-18.0%	-23.3%
Economic Development	2	27.3%	5.5%	-7.8%
Emergency Medical Services	126	12.4%	-0.3%	-10.4%
Finance	19	0.2%	-10.7%	-20.8%
Human Resources	7	-6.4%	-16.7%	-25.9%
Information Technology	15	8.3%	-2.7%	-13.4%
Legal	6	7.5%	-3.7%	-16.1%

Department	# Inc	Base Variance		
		25th	50th	75th
Magistrates/Court Administration	54	-5.4%	-16.1%	-26.9%
Master In Equity	2	18.5%	5.9%	-6.0%
Ombudsman	6	-2.2%	-12.5%	-22.0%
Operational Services	43	-8.2%	-19.6%	-30.1%
Probate Court	7	6.2%	-6.9%	-17.5%
Public Defender	47	-13.9%	-23.8%	-33.4%
Public Information	3	-0.4%	-10.5%	-22.0%
Public Works	42	-18.5%	-24.6%	-31.2%
Risk Management	5	-0.3%	-12.6%	-22.8%
Sheriff	222	-7.1%	-13.6%	-21.0%
Solicitor	18	-3.6%	-10.3%	-16.9%
Transportation Penny	2	14.4%	2.1%	-9.7%
Treasurer	5	2.6%	-11.1%	-22.7%
Utilities	8	2.0%	-10.9%	-23.6%
<b>Total</b>	<b>872</b>	<b>-4.0%</b>	<b>-12.8%</b>	<b>-21.4%</b>





## STAFF REQUESTS OF COUNTY COUNCIL

- Accept TRS
- Endorse Employer of Choice Strategy
- Endorse Total Rewards Focus
- Authorize County Administrator and Director of Human Resources Authority to Analyze and Follow Up with Employees and Departments on Findings in Employee Engagement Responses
- Authorize Director of Human Resources Authority to work with Consultant to Finalize Multi-Year Implementation Plan with Cost Projections



## NEXT STEPS – MARKET COMPETITIVE COMPENSATION

- Current Implementation Steps:
  - January 2019- Implement **2% pay** increase county-wide – **\$1.8 million** + contributions
  - Bring employees **to minimum** of new pay grades -**\$1.4 million** + contributions
  - Finalize plan details to move employees **within structure based on years** of experience – **\$10 million** + contributions



## NEXT STEPS

- Present their Employee Engagement Survey Responses to Department Heads
- Follow up on Employee Engagement Survey Responses with Employees
- Develop Training and Guidelines for Departments to Follow up on Employee Engagement Survey
- Present Final Report to Department Heads on TRS
- Present Final Report to Employees on TRS
- Develop an Action Plan for Follow Up and Implementation



## DRAFT STRATEGIC PLAN

FY 2019	FY 2020	FY 2021
Update JDs, Org Charts and Job Titles	Design Career Paths	
Determine Funding and Implementation Rules	Decide on Cultural Changes for Employer of Choice	
2% Cola Increase		
Evaluate and Develop Policy Changes	Present Policy Design Changes to Council	Finalize Policy Change Implementation
Design Succession Development Management Program	Implement Succession Development Management Program	Sustain Succession Development Program
Request \$1.4 Million to Bring Employees to Minimum	Request \$9.5 Million to Move Employees Within Structure – multi-year plan	Continue to Implement
Finalize Implementation Details for Market Rate Increases in TRS		



# Richland County, South Carolina

Total Rewards Study  
Summary Report of Findings  
December 21, 2018

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## Background

- Richland County engaged Buck Global, LLC to conduct a Total Rewards Assessment to ensure that the County can effectively recruit and retain a high performing workforce within the labor markets that it competes for talent.
  - Buck is one of the world’s leading HR and benefits consulting, administration, and technology companies.
- Buck conducted research and analysis within the following project elements to support the assessment and design of Richland County’s delivery of Total Rewards to include Compensation, Benefits, Work-Life Effectiveness, Recognition, and Talent Development<sup>1</sup>:
  - Career Architecture Development
  - Market Analysis
  - Salary Structure Development
  - Custom Total Rewards Programs and Practices Survey
  - Employee Opinion Survey
  - Talent Development Review
  - Benefits Review
  - Communications Strategy Support
- Buck has developed final reports of findings for each project element described above, which have been delivered to Richland County under separate cover.
  - A catalog of titles and delivery dates for these final reports of findings is included in this report as Appendix A.
- The following summary report presents Buck’s overall findings and recommendations across Richland County’s Total Rewards program.

<sup>1</sup> Richland County did not engage Buck to conduct a performance management assessment

# Background

Project Elements	Goals and Objectives
Career Architecture	<ul style="list-style-type: none"><li>• Career Architecture to ensure consistent leveling of jobs across the organization while accommodating differences in competitive job markets and prevalent pay levels.</li></ul>
Market Analysis	<ul style="list-style-type: none"><li>• Compensation Market Analysis to understand Richland County’s pay practices against the markets within which they compete for talent.</li></ul>
Salary Structure Development	<ul style="list-style-type: none"><li>• Salary Structure Development, which is both competitive with the external market and supports internal equity to manage jobs at Richland County.</li></ul>
Custom Total Rewards Programs and Practices Survey	<ul style="list-style-type: none"><li>• Custom Market Study to assess the competitiveness of the total rewards (pay, benefits, and related practices) provided to County employees based on a survey of up to 30 peer organizations.</li></ul>
Employee Opinion Survey	<ul style="list-style-type: none"><li>• “Voice of the Employee” survey to assist the County in measuring and understanding employee engagement, attitude, motivation and satisfaction with County programs and culture and support the Buck team in developing recommendations tailored to the County’s workforce.</li></ul>
Talent Development Review	<ul style="list-style-type: none"><li>• Talent Development Review to assess, compare and determine whether the County’s programs align with best practice as well as reflect employee preference (as measured in the Employee Opinion Survey).</li></ul>
Benefits Review	<ul style="list-style-type: none"><li>• Benefits Review to assess, compare, and determine whether the County’s programs are market competitive, better than market, or worse than market.</li></ul>
Communications Strategy Support	<ul style="list-style-type: none"><li>• Communications Support to develop a comprehensive communication strategy that recommends the most effective channels for socializing the total rewards study changes with all audiences/stakeholders.</li><li>• “Train-the-trainer” session for County presenters to help them understand the changes, ask questions and know what they can do to support a culture of accountability.</li></ul>

# Executive Summary

## Executive Summary

- Buck recommends that Richland County adopt a total rewards philosophy and strategy. Doing so will provide the County with guiding principles and standards that can be used to assess alternatives and make justifiable adjustments and improvements to its total rewards program and practices.
- Compensation levels at Richland County are, in aggregate, at the 25<sup>th</sup> percentile of the markets against which the County competes for talent, while Richland County seeks to target the 50<sup>th</sup> percentile of the market.
  - Richland County’s market position is due, in part, to the fact that the County has not provided consistent, ongoing pay increases, when peer organizations have awarded a median total pay increase of between 2.0% and 2.3% annually since 2016.
- To ensure that the County can continue to engage and retain high quality employees, Buck and Richland County partnered to develop a salary structure that targets the 50<sup>th</sup> percentile of the market.
  - The estimated cost to bring all salaries at Richland County to the minimum of the salary range is \$1,810,000, which decreases to \$1,407,600 after the planned 2.0% county-wide salary increase in January 2019.
- Richland County sought a career oriented compensation program as an important talent management tool that would support Career paths within job families, internal equity across the organization, and hierarchy definitions.
  - Based on input from stakeholders across the County, Buck and Richland County partnered to develop a Career Architecture, defining Career Groups and Career Levels, which will support career development for employees at the County.



## Executive Summary

- Overall, Richland County's benefit programs and policies compare favorably against the market. The County's comprehensive benefit program, generous retiree health care benefits and a variety of work schedule options are particularly strong and are valued by employees.
  - The main benefit area in which the County lags the market is the 90-day benefit eligibility waiting period.
- Talent development and recognition programs at Richland County compare favorably to market practices.
  - The majority of Richland County employees feel that they are provided the necessary training to do their jobs efficiently.
  - Richland County may consider implementing formal processes in the areas of Workforce Planning and Recruiting and Onboarding.
- When receiving communications about pay and benefits, employees prefer their Richland County email over other modes of communication.

# Career Architecture

## Career Architecture: Findings

- As part of the Total Rewards Study, Buck and Richland County collaborated to build a Career Architecture, which is an internal job evaluation methodology designed to support career advancement opportunities within Richland County.
- Clear career paths are not consistently defined at Richland County, and key stakeholders including County Human Resources, Department Heads, and employees have expressed the desire to have a career-oriented compensation program that will support career development.
- A career-oriented compensation program will:
  - Help Richland County integrate decisions on pay, performance, and advancement.
  - Support compensation at the County as a talent management tool and not simply a technically correct way to deliver pay.
  - Help facilitate both lateral and vertical moves within and across departments.
  - Enhance employee understanding of the roadmap to pursue current and potential opportunities.
- Career groupings and level definitions are driven by metrics including scope and responsibility, education requirements, years of experience, and supervisory responsibility.
  - Richland County and Buck worked together to define the groupings and level definitions within the Career Architecture
- Detailed information on the Career Architecture may be reviewed in the **Richland County Career Architecture Level Guide**, which was finalized in November 2018.

# Career Architecture: Findings

Richland County's Career Architecture consists of five Career Groups within which Career Levels are defined and all jobs are assigned.

- **Management: Managers of People**
  - Achieves objectives primarily through the coordinated achievements of direct reports
  - Requires formal supervisory responsibility, manages units of varying size and complexity
- **Knowledge Workers: Professional Level Individual Contributors**
  - Typically without formal supervisory responsibility
  - Have mastered the essential, core knowledge
- **Administrative Support: Administrative Process and Organization Support**
  - Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training
  - No formal supervisory responsibility
- **Technical and Trades: Skilled Trades, Technical and Operational Support**
  - Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training
  - No formal supervisory responsibility
- **Public Safety: Law Enforcement, Emergency Services**
  - Enforces and/or complies with federal and state laws and County ordinances relating to public safety and welfare.
  - Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training
  - No formal supervisory responsibility

# Career Architecture: Recommendations

Buck recommends that:

- Richland County implement the Career Architecture as the foundation for a career-oriented compensation program at the County.
- Richland County maintain the Career Architecture by adhering to the process of placing jobs within the Architecture as described in the ***RC Job Leveling and Slotting Process*** document, which Buck delivered to Richland County in December 2018.
- Richland County use the Career Architecture to work with Department Heads in the development of succession planning.
- Richland County further leverage the Career Architecture in support of performance management to assist employees in understanding key advancement requirements for Career Groups and Career Levels across the County.

# Market Analysis

## Market Analysis: Findings

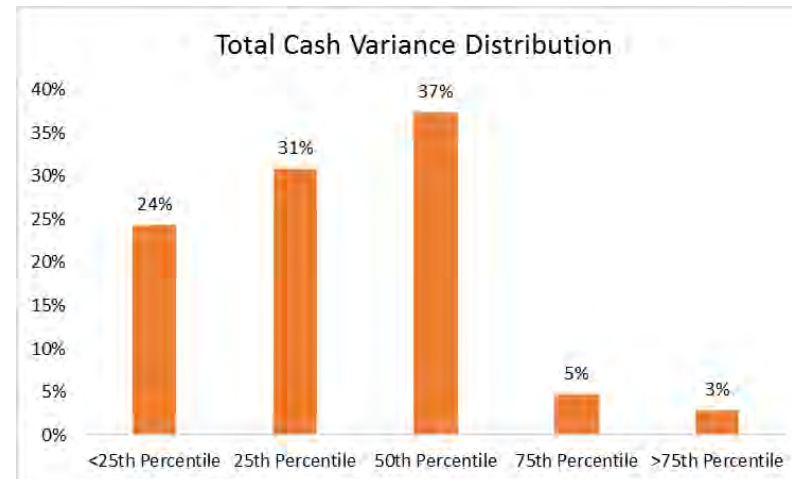
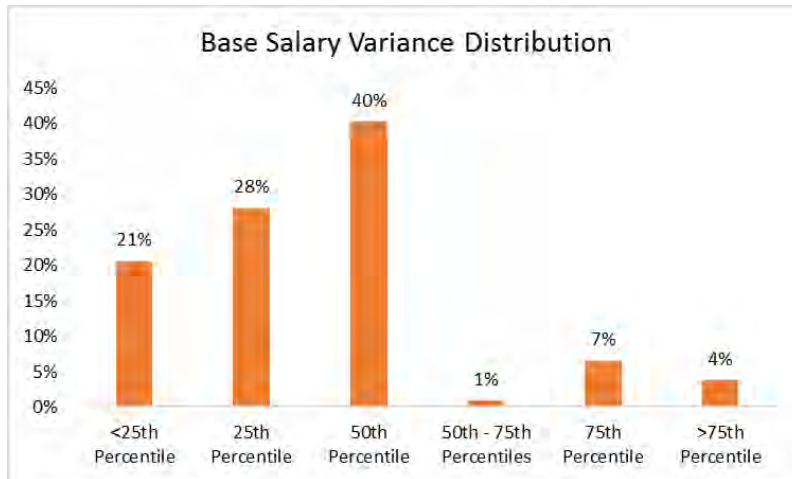
- As part of the Total Rewards Study, Buck and Richland County collaborated on a competitive market analysis of the County’s pay practices for a representative sampling of jobs (“the benchmark jobs”) compared to the labor markets within which they compete for talent.
- In aggregate, compensation levels at Richland County are at the 25th percentile of the market for base salary (-4.0% below).
  - Base salaries for exempt jobs are, in aggregate, at the 25<sup>th</sup> percentile of the market (0.9% above).
  - Base salaries for non-exempt jobs are, overall, at the 25<sup>th</sup> percentile of the market (-5.3% below).
- Total cash, overall, is at the low end of the 50<sup>th</sup> percentile of the market (-13.3% below).
  - Total cash for exempt jobs is, in aggregate, at the low end of the 50<sup>th</sup> percentile of the market (-13.5% below).
  - Total cash for non-exempt jobs is, overall, at the low end of the 50<sup>th</sup> percentile of the market (-13.2% below).

Employee Group	# BM	# Inc	Base Variance			Total Cash Variance		
			25th	50th	75th	25th	50th	75th
Exempt	60	111	0.9%	-10.9%	-22.1%	-1.0%	-13.5%	-25.6%
Non-Exempt	47	761	-5.3%	-13.3%	-21.2%	-5.1%	-13.2%	-21.1%
<b>Total</b>	<b>107</b>	<b>872</b>	<b>-4.0%</b>	<b>-12.8%</b>	<b>-21.4%</b>	<b>-4.2%</b>	<b>-13.3%</b>	<b>-22.2%</b>

- Detailed results may be reviewed in the **Richland County – Compensation Market Analysis Report**, which Buck delivered to Richland County in October 2018.

# Market Analysis: Findings

- While, in aggregate, base salaries are at the 25<sup>th</sup> percentile and total cash is at the low end of the market 50<sup>th</sup> percentile, market position across the benchmark jobs varies.
- Base salaries for 49% of benchmark jobs are at or below the 25<sup>th</sup> percentile of the market.
  - 40% of jobs are at the 50<sup>th</sup> percentile of the market
  - 12% of jobs exceed the 50<sup>th</sup> percentile.
- Total cash for 55% of benchmark jobs is at or below the 25<sup>th</sup> percentile of the market.
  - 37% of jobs are at the 50<sup>th</sup> percentile of the market
  - 8% of jobs are at or above the 75<sup>th</sup> percentile of the market.





# Market Analysis: Findings

- Base salaries for sixteen (16) departments are at or below the 25<sup>th</sup> percentile of the market, in aggregate.
  - Base salaries for eleven (11) departments are competitive with the 50<sup>th</sup> percentile, in aggregate.
  - Two (2) departments, Administration and Coroner, are competitive with the 75<sup>th</sup> percentile of the market.

Department	# Inc	Base Variance		
		25th	50th	75th
Administration	2	36.6%	21.4%	<b>5.3%</b>
Animal Services	8	<b>-8.3%</b>	-17.1%	-25.7%
Auditor	5	<b>-1.1%</b>	-11.6%	-21.3%
CASA	2	<b>-5.7%</b>	-16.4%	-27.3%
Clerk of Court	23	4.5%	<b>-5.3%</b>	-18.0%
Community and Government Service	1	4.5%	<b>-10.4%</b>	-17.6%
Community Planning and Development	33	11.5%	<b>-2.0%</b>	-12.8%
Coroner	2	38.3%	27.1%	<b>6.7%</b>
Detention Center	157	<b>-12.5%</b>	-18.0%	-23.3%
Economic Development	2	27.3%	<b>5.5%</b>	-7.8%
Emergency Medical Services	126	12.4%	<b>-0.3%</b>	-10.4%
Finance	19	<b>0.2%</b>	-10.7%	-20.8%
Human Resources	7	<b>-6.4%</b>	-16.7%	-25.9%
Information Technology	15	8.3%	<b>-2.7%</b>	-13.4%
Legal	6	7.5%	<b>-3.7%</b>	-16.1%

Department	# Inc	Base Variance		
		25th	50th	75th
Magistrates/Court Administration	54	<b>-5.4%</b>	-16.1%	-26.9%
Master In Equity	2	18.5%	<b>5.9%</b>	-6.0%
Ombudsman	6	<b>-2.2%</b>	-12.5%	-22.0%
Operational Services	43	<b>-8.2%</b>	-19.6%	-30.1%
Probate Court	7	6.2%	<b>-6.9%</b>	-17.5%
Public Defender	47	<b>-13.9%</b>	-23.8%	-33.4%
Public Information	3	<b>-0.4%</b>	-10.5%	-22.0%
Public Works	42	<b>-18.5%</b>	-24.6%	-31.2%
Risk Management	5	<b>-0.3%</b>	-12.6%	-22.8%
Sheriff	222	<b>-7.1%</b>	-13.6%	-21.0%
Solicitor	18	-3.6%	<b>-10.3%</b>	-16.9%
Transportation Penny	2	14.4%	<b>2.1%</b>	-9.7%
Treasurer	5	<b>2.6%</b>	-11.1%	-22.7%
Utilities	8	<b>2.0%</b>	-10.9%	-23.6%
<b>Total</b>	<b>872</b>	<b>-4.0%</b>	<b>-12.8%</b>	<b>-21.4%</b>

# Market Analysis: Findings

- Total cash for eighteen (18) departments is at 50<sup>th</sup> percentile of the market, in aggregate.
  - Total cash for nine (9) departments is competitive with the 25<sup>th</sup> percentile, in aggregate.
  - Two (2) departments, Administration and Coroner, are competitive with the 75<sup>th</sup> percentile of the market.

Department	# Inc	Total Cash Variance		
		25th	50th	75th
Administration	2	32.1%	16.9%	<b>0.5%</b>
Animal Services	8	<b>-8.0%</b>	-17.1%	-25.7%
Auditor	5	-1.5%	<b>-12.4%</b>	-22.8%
CASA	2	<b>-6.2%</b>	-17.2%	-28.2%
Clerk of Court	23	4.9%	<b>-5.8%</b>	-18.1%
Community and Government Service	1	4.2%	<b>-10.8%</b>	-17.9%
Community Planning and Development	33	10.7%	<b>-3.1%</b>	-14.5%
Coroner	2	41.4%	29.8%	<b>9.0%</b>
Detention Center	157	<b>-12.1%</b>	-17.8%	-23.2%
Economic Development	2	24.9%	<b>2.4%</b>	-11.4%
Emergency Medical Services	126	12.9%	<b>0.1%</b>	-10.1%
Finance	19	-2.4%	<b>-13.4%</b>	-23.6%
Human Resources	7	<b>-9.2%</b>	-19.6%	-29.7%
Information Technology	15	7.6%	<b>-3.7%</b>	-14.5%
Legal	6	3.2%	<b>-8.9%</b>	-21.9%

Department	# Inc	Total Cash Variance		
		25th	50th	75th
Magistrates/Court Administration	54	<b>-5.5%</b>	-16.2%	-26.8%
Master In Equity	2	18.1%	<b>5.5%</b>	-6.1%
Ombudsman	6	-3.2%	<b>-13.7%</b>	-23.1%
Operational Services	43	<b>-8.3%</b>	-19.7%	-30.2%
Probate Court	7	7.6%	<b>-5.8%</b>	-16.6%
Public Defender	47	<b>-14.5%</b>	-25.6%	-36.7%
Public Information	3	-2.6%	<b>-12.5%</b>	-23.9%
Public Works	42	<b>-19.3%</b>	-25.5%	-32.2%
Risk Management	5	<b>-4.6%</b>	-16.5%	-27.1%
Sheriff	222	-7.0%	<b>-13.7%</b>	-21.1%
Solicitor	18	-3.3%	<b>-10.1%</b>	-16.7%
Transportation Penny	2	9.3%	<b>-3.2%</b>	-14.4%
Treasurer	5	2.0%	<b>-12.1%</b>	-24.5%
Utilities	8	1.2%	<b>-11.6%</b>	-24.7%
<b>Total</b>	<b>872</b>	<b>-4.2%</b>	<b>-13.3%</b>	<b>-22.2%</b>

# Market Analysis: Recommendations

Buck recommends that:

- Richland County budget for annual salary increases that are consistent with market salary increase rates.
- Richland County conduct periodic updates (every 1 – 2 years) of the market analysis to test the movement of the market in years to come.
- Richland County define a title nomenclature that is applied consistently across the county (e.g. “Coordinator of <Job>” vs. “<Job> Coordinator” and “Senior <Job>” vs. “<Job> III”).
  - Ensure that titles capture the level of work conducted and are consistent with the levels of work defined in Richland County’s Career Architecture
- Define job families, the grouping of jobs with similar characteristics, to support career development within the County.
- Manage Exempt and Non-exempt jobs within separate titles (e.g. Accountant vs. Accounting Specialist)
- Consider implementing an online job description development tool to support consistency in job description content and format between descriptions across the County and housed in a centralized location.
- Ensure that employees assigned to a job are conducting the work of the job as defined in the job description.
  - Conduct a specific review of “catch all” titles like “Coordinator” to define the role and ensure that employees assigned to these roles are conducting similar work.
  - Conduct a specific review of the Administrative Support function to include the development of an Administrative Support job family, title consolidation, job description development and an audit of employees assigned to jobs in this family.

## Market Analysis: Recommendations

Buck recommends that:

- Richland County consider implementing an online job description development tool to support consistency in job description content and format between descriptions across the County and housed in a centralized location.
- Richland County ensure that employees assigned to a job are conducting the work of the job as defined in the job description.
  - Conduct a specific review of “catch all” titles like “Coordinator” to define the role and ensure that employees assigned to these roles are conducting similar work.
  - Conduct a specific review of the Administrative Support function to include the development of an Administrative Support job family, title consolidation, job description development and an audit of employees assigned to jobs in this family.
- Richland County review the rationale for the difference in the standard workweeks (37.5 vs. 40 hrs) between jobs at the County.
  - Standardization should be considered if there is a compelling business reason to do so.

# Salary Structure

## Salary Structure: Findings

- As a part of the larger Total Rewards Study, Richland County engaged Buck to develop a market-linked salary structure within which Richland County can efficiently administer pay while ensuring ongoing competitiveness with the external market.
- Multiple salary structures currently exist at Richland County, and the management of salaries within those structures is inconsistent across the County.
  - Key stakeholders including County Human Resources, Department Heads, and employees have expressed the desire to update the compensation program to ensure that it is competitive with the markets against which the County competes for talent.
- Buck developed a salary structure which is competitive with the 50<sup>th</sup> percentile of the market based on the results of the Market Analysis described above.
  - Richland County Human Resources and Department Heads worked together to finalize the placement of all Richland County jobs in the structure.
- Once the Human Resources Department reviewed and approved the final placement of all jobs within the structure, Buck conducted multiple costing scenarios to estimate the budget required to implement the structure, which can be found on the coming pages.
- Additional details regarding the placement of Richland County jobs within the structure may be found in the ***RC Structure Report***, which Buck delivered to Richland County in December 2018.
- More information on the process of placing jobs within the compensation structure may be found in the ***RC Job Leveling and Slotting Process*** document, which Buck delivered to Richland County in December 2018.

# Salary Structure: Findings

- Richland County’s new compensation structure consists of:
  - 18 grades
  - Midpoint progression that is 1.1 at the bottom of the structure, 1.12 in the middle grades, and 1.15 at the higher grades.
  - Range spread of 60% at the bottom half of the structure, moving to 80% at the higher grades, maintaining a strong link to market data, while allowing for internal equity at Richland County.

Grade	# Jobs	# Inc	Avg Base	Avg Mkt Median	Salary Range					Midpoint Progression	Range Spread
					Min	1st Quartile	Midpoint	3rd Quartile	Max		
18	1	0	--	--	\$119.5	\$143.4	\$167.3	\$191.2	\$215.1	1.15	80%
17	5	4	\$132.9	\$142.9	\$103.9	\$124.7	\$145.5	\$166.3	\$187.1	1.15	80%
16	3	3	\$126.2	\$118.8	\$90.4	\$108.4	\$126.5	\$144.6	\$162.7	1.15	80%
15	15	13	\$109.3	\$108.6	\$78.6	\$94.3	\$110.0	\$125.7	\$141.4	1.12	80%
14	27	21	\$87.3	\$101.3	\$70.2	\$84.2	\$98.2	\$112.3	\$126.3	1.12	80%
13	31	49	\$79.6	\$89.3	\$62.6	\$75.2	\$87.7	\$100.2	\$112.8	1.12	80%
12	55	118	\$66.7	\$78.0	\$55.9	\$67.1	\$78.3	\$89.5	\$100.7	1.12	80%
11	49	131	\$54.2	\$70.0	\$49.9	\$59.9	\$69.9	\$79.9	\$89.9	1.12	80%
10	81	241	\$47.7	\$61.4	\$44.6	\$53.5	\$62.4	\$71.3	\$80.3	1.12	80%
9	54	211	\$44.6	\$55.6	\$42.9	\$49.3	\$55.7	\$62.2	\$68.6	1.1	60%
8	67	180	\$43.1	\$49.7	\$39.0	\$44.8	\$50.7	\$56.5	\$62.4	1.1	60%
7	74	275	\$37.9	\$45.3	\$35.4	\$40.7	\$46.1	\$51.4	\$56.7	1.1	60%
6	40	436	\$34.0	\$40.6	\$32.2	\$37.0	\$41.9	\$46.7	\$51.5	1.1	60%
5	43	111	\$32.3	\$38.1	\$29.3	\$33.7	\$38.1	\$42.5	\$46.9	1.1	60%
4	43	69	\$29.8	\$34.8	\$26.6	\$30.6	\$34.6	\$38.6	\$42.6	1.1	60%
3	18	118	\$27.8	\$32.8	\$24.2	\$27.8	\$31.5	\$35.1	\$38.7	1.1	60%
2	5	24	\$24.1	\$32.2	\$22.0	\$25.3	\$28.6	\$31.9	\$35.2	1.1	60%
1	16	96	\$21.7	\$27.0	\$20.0	\$23.0	\$26.0	\$29.0	\$32.0		60%
	<b>627</b>	<b>2,100</b>									

## Salary Structure: Findings

- Buck conducted multiple cost analyses to estimate the budgetary requirements related to the new compensation structure. These scenarios included:
  - Estimated cost based on current compensation for employees at Richland County:
    - The estimated cost to move all employees to the minimum of the salary range.
    - The estimated cost to move all employees to the 1<sup>st</sup> quartile of the salary range.
    - The estimated cost to move all employees to the midpoint of the salary range.
  - Estimated cost based on a County-wide pay raise of 2.0% which is planned for January 2019:
    - The estimated cost to move all employees to the minimum of the salary range.
    - The estimated cost to move all employees to the 1<sup>st</sup> quartile of the salary range.
    - The estimated cost to move all employees to the midpoint of the salary range.
    - The estimated cost to move all employees to a position in the salary range consistent with their years of employment with the County.
- The following slides present the results of these cost estimate analyses.



# Salary Structure: Findings

- The estimated cost to move all employees to the minimum of the salary range based on current compensation levels at the County is \$1,810,000.
- The estimated cost to move all employees to the 1<sup>st</sup> quartile of the salary range increases to \$8,924,000.
- The estimated cost to move all employees to the midpoint of the salary range is \$19,866,000.
- 676 employees are paid below the minimum of the salary range and 13 employees are paid above the range maximum.

Cost Analysis: Current Compensation						
Grade	\$ Cost to Min	\$ Cost to 1st Qt	\$ Cost to Midpoint	\$ Over Max	#Inc Under Range Min	#Inc Over Range Max
18	\$0.0	\$0.0	\$0.0	\$0.0	0	0
17	\$0.0	\$8.3	\$52.1	\$0.0	0	0
16	\$0.0	\$0.0	\$13.7	\$0.0	0	0
15	\$0.0	\$22.4	\$77.5	\$0.0	0	0
14	\$0.0	\$39.7	\$231.3	\$0.0	0	0
13	\$6.0	\$104.2	\$466.3	\$0.0	2	0
12	\$139.9	\$516.2	\$1,481.1	\$11.7	13	1
11	\$237.0	\$970.3	\$2,103.7	\$0.0	44	0
10	\$376.5	\$1,716.9	\$3,575.9	\$0.0	122	0
9	\$408.6	\$1,245.1	\$2,419.8	\$21.4	88	1
8	\$60.4	\$608.6	\$1,453.0	\$2.4	31	1
7	\$142.0	\$1,063.9	\$2,312.1	\$0.0	115	0
6	\$253.7	\$1,605.3	\$3,466.1	\$0.0	136	0
5	\$80.3	\$343.9	\$713.3	\$7.9	43	3
4	\$30.2	\$164.6	\$370.9	\$1.0	19	1
3	\$58.7	\$270.8	\$562.6	\$23.2	30	4
2	\$4.8	\$54.1	\$121.7	\$3.8	3	1
1	\$12.1	\$189.7	\$445.2	\$4.0	30	1
	<b>\$1,810.2</b>	<b>\$8,924.0</b>	<b>\$19,866.5</b>	<b>\$75.4</b>	<b>676</b>	<b>13</b>

# Salary Structure: Findings

- The County plans to provide a 2.0% county-wide salary increase in January 2019, which has a modeled cost of \$1,771,200.
- A 2.0% county-wide salary increase lowers the estimated cost to range minimum to \$1,407,600.
- The estimated cost to move all employees to the 1<sup>st</sup> quartile of the salary range after a 2.0% pay increase is \$7,806,300.
- The estimated cost to move all employees to the midpoint of the salary range is \$18,366,500.
- 467 employees are paid below the minimum of the salary range and 16 employees are paid above the range maximum.

**Cost Analysis: County-Wide 2.0% Increase**

Grade	\$ Cost to Min	\$ Cost to 1st Qt	\$ Cost to Midpoint	\$ Over Max	#Inc Under Range Min	#Inc Over Range Max
18	\$0.0	\$0.0	\$0.0	\$0.0	0	0
17	\$0.0	\$6.0	\$44.4	\$0.0	0	0
16	\$0.0	\$0.0	\$8.9	\$0.0	0	0
15	\$0.0	\$17.2	\$68.4	\$0.0	0	0
14	\$0.0	\$26.3	\$201.4	\$0.0	0	0
13	\$4.7	\$78.2	\$413.6	\$0.0	1	0
12	\$130.3	\$441.6	\$1,359.4	\$13.9	9	1
11	\$199.0	\$877.5	\$1,977.8	\$0.0	40	0
10	\$281.8	\$1,565.7	\$3,358.6	\$0.0	106	0
9	\$352.1	\$1,108.5	\$2,250.1	\$23.2	58	1
8	\$39.5	\$510.2	\$1,321.2	\$4.0	9	2
7	\$88.4	\$919.9	\$2,127.1	\$0.3	26	1
6	\$175.7	\$1,373.0	\$3,197.1	\$0.0	127	0
5	\$59.5	\$301.6	\$660.0	\$10.8	37	3
4	\$23.3	\$140.3	\$339.4	\$1.9	12	1
3	\$46.1	\$237.5	\$518.5	\$26.9	26	5
2	\$3.5	\$46.1	\$111.6	\$4.6	3	1
1	\$3.7	\$156.7	\$408.9	\$4.7	13	1
	<b>\$1,407.6</b>	<b>\$7,806.3</b>	<b>\$18,366.5</b>	<b>\$90.4</b>	<b>467</b>	<b>16</b>

## Salary Structure: Findings

- At Richland County's request, Buck modeled the impact of bringing employees to different positions in the salary range based on their most recent hire date.
- The following methodology was applied:
  - Employees with fewer than 5 years with the County were brought to the minimum of the salary range.
  - Employees with at least 5 years and fewer than 10 years with the County were brought to the 1st quartile of the salary range.
  - Employees with at least 10 years and fewer than 15 years with the County were brought to the midpoint of the salary range.
  - Employees with at least 15 years with the County were brought to the 3<sup>rd</sup> quartile of the salary range.
- The estimated cost to move all employees to the appropriate position within the salary range based on their most recent hire date and after the planned 2.0% pay increase is \$9,523,600.
- 467 employees are paid below the minimum of the salary range and 16 employees are paid above the range maximum.

# Salary Structure: Findings

Cost Analysis: Position in Range Based on Years at Richland County							
Grade	1-4.99 Years	5 - 9.99 Years	10 - 14.99 Years	Over 15 Years	Total	#Inc Under Range Min	#Inc Over Range Max
18	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	0	0
17	\$0.0	\$0.0	\$0.0	\$123.0	\$123.0	0	0
16	\$0.0	\$0.0	\$0.0	\$2.5	\$2.5	0	0
15	\$0.0	\$0.0	\$28.3	\$68.5	\$96.8	0	0
14	\$0.0	\$1.6	\$9.4	\$205.3	\$216.2	0	0
13	\$0.0	\$29.8	\$76.1	\$169.7	\$275.7	1	0
12	\$0.0	\$53.2	\$130.5	\$1,291.5	\$1,475.2	9	1
11	\$101.7	\$149.6	\$491.8	\$550.1	\$1,293.2	40	0
10	\$178.8	\$564.6	\$655.3	\$946.9	\$2,345.6	106	0
9	\$212.3	\$330.1	\$255.1	\$353.8	\$1,151.3	58	1
8	\$27.1	\$172.1	\$178.2	\$226.3	\$603.6	9	2
7	\$44.4	\$93.4	\$116.7	\$346.6	\$601.0	26	1
6	\$156.4	\$144.2	\$106.5	\$351.5	\$758.5	127	0
5	\$54.1	\$21.5	\$71.4	\$77.3	\$224.3	37	3
4	\$15.6	\$12.8	\$26.3	\$38.2	\$92.9	12	1
3	\$40.0	\$23.4	\$55.4	\$44.0	\$162.8	26	5
2	\$2.7	\$6.6	\$1.2	\$0.0	\$10.6	3	1
1	\$0.7	\$34.6	\$27.3	\$27.8	\$90.4	13	1
	<b>\$833.7</b>	<b>\$1,637.6</b>	<b>\$2,229.5</b>	<b>\$4,822.8</b>	<b>\$9,523.6</b>	<b>467</b>	<b>16</b>

# Salary Structure: Recommendations

Buck recommends that:

- Richland County adopt the market-linked salary structure to ensure that the compensation program is competitive with the markets against which the County competes for talent.
- Richland County consider adjusting employees' salaries (for those who fall below minimum) to at least the new salary range minimums of the proposed salary structure. The estimated cost for this adjustment is \$1,810,000, which decreases to \$1,407,600 after the planned 2.0% county-wide salary increase in January 2019.
- Richland County maintain the Salary Structure by adhering to the process of placing jobs within the structure as described in the ***RC Job Leveling and Slotting Process*** document, which Buck delivered to Richland County in December 2018.
- Richland County update the salary structure annually, so that pay levels at the County move with the market. This process is described in the ***RC Salary Structure Administration 121818*** document, which Buck delivered to Richland County in December 2018.
- Finally, Buck recommends that Richland County update or develop pay policies to support Human Resources' ongoing management of the pay program. Policies to consider include promotion, salaries that exceed range maximum, lateral moves, off-cycle requests, and other forms of salary decisions.

# Custom Market Survey

## Custom Market Survey: Findings

- As part of the Total Rewards Study, Buck and Richland County collaborated on a Custom Market Survey of Total Rewards Programs and Practices which occurred between June and August 2018.
- The primary objective of the survey was to gather benchmark information from selected organizations about compensation, benefit, and human resource programs and policies to determine competitive market practices for hiring, retaining, and rewarding employees.
- The information gathered will enable the County assess and improve its programs and policies. Finding the right mix and delivery of total rewards is essential to creating an organization in which employees can build a successful career and individuals want to join.
- Detailed results may be reviewed in the **Richland County – Total Rewards Programs and Practices Report**, which Buck delivered to Richland County in October 2018.

## Custom Market Survey: Findings

- Overall, Richland County's total reward practices compare favorably to those of the survey participants. The County programs and policies that are particularly strong are:
  - A comprehensive benefit program
  - Generous retiree health care benefits
  - A variety of work schedule options
- The main areas in which the County lags the survey participants are:
  - Consistent pay increases
  - Recent and regular pay range adjustments
  - The 90-day benefit eligibility waiting period
- Before there is any consideration of pay or benefit changes, we recommend the County adopt a total rewards philosophy and strategy. Doing so will provide the County with guiding principles and standards that can be used to assess alternatives and make justifiable adjustments and improvements to its total rewards program and practices.



# Custom Market Survey: Findings

## Culture

- The foremost *work schedule options* the survey participants offer or plan to offer are: 1) flexible start and end times; 2) compressed work week of fewer days but the same total hours; 3) working from home or remotely.
  - Richland County offers all three options.
- The leading service awards the survey participants offer or plan to offer are special recognition, event/celebration, certificate/plaque, and commemorative item.
  - Richland County offers or plans to offer the same benefits.

## Benefits

- In most cases, 13 or 14 of the survey participants provide common *employer-sponsored health and welfare plans and retirement programs*, as does Richland County.
- Half of the survey participants have no waiting period for benefits eligibility while the waiting periods for the other half range from one to four weeks, with an average of two weeks and a median of one week.
  - The Richland County waiting period is 90 days (13 weeks).
- Six of the 14 survey participants offer *health care benefits to part-time employees*, provided they work a minimum of 30 hours per week.
  - Richland County does not offer health care benefits to part-time employees.

# Custom Market Survey: Findings

## Benefits, cont.

- The median percent of *health care premiums paid by the survey participants* ranges from 70% for family coverage to 86% for individual coverage.
  - Richland County pays 69% for family coverage and 95% for individual coverage.
- Survey participants are split on the *type of health care coverage provided to retirees* while Richland County provides comprehensive retiree health care coverage.
- The most common *time-off practice* used by 13 of the 14 survey participants is vacation days based on years of service.
  - Richland County follows this practice and mirrors the other paid time off and unpaid leave practices of the survey participants.
- The top *voluntary and supplemental insurance benefits* the survey participants offer or plan to offer are life, accidental death and dismemberment, accident health, cancer, and critical illness.
  - Richland County offers these insurance benefits, with the exception of cancer coverage.
- The most common *physical and financial wellbeing benefits* the survey participants offer or plan to offer are tobacco cessation, fitness facility/membership, annual biometric testing, wellness incentive, and a formal wellness program.
  - Richland County offers or plans to offer the same benefits.

# Custom Market Survey: Findings

## Compensation

- Each year between 2016 and 2018, the survey participants awarded a *median total pay increase* between 2.0-2.3%, which included organizations that gave no increases. When these organizations are excluded, the median jumps to 3.0%.
  - Richland County provided a 3.0% pay increase 2017 and did not award a pay increase for 2016 or 2018.
- During this same period, 12 of the 14 survey participants reported adjusting their pay ranges. The *median percent adjustment* was 3.0%.
  - The last time Richland County adjusted its pay ranges was in 2013.
- Seven of the 14 participants, as well as Richland County, *hire employees at or above the minimum of the pay range* based on a formula or specific criteria such as years of experience. This is the most common practice, followed by six of the participants that *hire employees anywhere between the minimum and maximum* based on experience.
  - Richland County does not follow this practice, although there are less prevalent practices the County and other participants follow, such as *hiring between the midpoint and maximum of the pay range*.
- Most survey participants do not offer *cash awards or bonuses* (signing, referral, spot, retention, annual) at any level (executive, exempt, nonexempt) of the organization.
  - Richland County offers referral and retention bonuses.
- About two-thirds of the survey participants use base pay *market premiums* for highly competitive and hard-to-fill jobs.
  - Richland County also uses this approach as well as offering enhanced selected benefits and flexibility in hours worked.

# Custom Market Survey: Findings

## Compensation, cont.

- A limited number of survey participants were able to match and provide pay information on only one of eight jobs surveyed, *Deputy Sherriff*. The average annual base salary for this job is \$47,180.
  - The Richland County average is \$38,500.

## Career

- The top two ways survey participants recognize and retain top performers is through career development opportunities (93% use or plan to use) and base pay increases tied to performance (88% use or plan to use).
  - Richland County uses career development opportunities and plans to link base pay increases to performance.
- All but one of the survey participants offers or plans to offer employee participation in the performance goal-setting process.
  - Richland County does not provide for employee participation in the performance goal-setting process.

# Custom Market Survey: Recommendations

Buck recommends that:

- Richland County deliver consistent pay increases to employees that are competitive with market salary increase budgets.
- Richland County maintain their salary structure by regularly adjusting pay ranges at a rate that is competitive with market structure increase amounts.
- Richland County review the 90-day benefit eligibility waiting period against typical market practice.
- Richland County review part-time employee eligibility for benefits based on market practice, however, based on our survey results, this is a minority practice.

# Employee Opinion Survey

## Employee Opinion Survey: Findings

- As part of the Total Rewards Study, Buck and Richland County collaborated on an Employee Engagement survey to uncover meaningful data and information about the employee population that can inform decisions about County benefits, compensation, culture, career, work environment and communications.
- The survey was distributed to County employees on May 8, 2018 and responses were accepted through May 18, 2018.
- Approximately 50% of RC employees responded to the survey, which was higher than expected and more than previous RC engagement surveys.
- The following executive summary is intended to provide a summary of findings for each area surveyed; in some cases, findings varied by department, employee group, generation, dependent status, medical insurance status, and salary range.
- Detailed results may be reviewed in the **Richland County – Total Rewards Employee Engagement Survey Findings Report**, which Buck delivered to Richland County in November 2018.

# Employee Opinion Survey: Findings

## Culture

- Most employees would advise family members or friends to apply for a job at RC (the majority agree or strongly agree).
- Most employees feel neither strongly positive nor strongly negative about the amount of recognition they receive, including from RC leadership.

## Benefits

- Benefits are valued more than compensation and culture as a reason to stay at the County, and there is little variation between employees with different types of dependents.
  - The biggest variances of how benefits were valued among employees were between women and men (women valued benefits more than men) and age (Gen Z valued benefits the least of all generations).

## Compensation

- Compensation is less of a driving factor in attraction of talent to RC than career opportunities, benefits, and work environment.
  - Compensation is even less of a factor as it relates to retention.
  - Most employees believe compensation levels at RC are not competitive with the market.



# Employee Opinion Survey: Findings

## Career

- Employees generally feel positive about the effectiveness of their managers' coaching and oversight.
- Most employees also express positive sentiment about the learning and development opportunities available to them, but indicated they would value having even more of these opportunities.

## Work Environment

- Most employees feel safe in their work environment and believe it to be diverse.
- Most employees also believe RC has a positive impact on the community.

## Communications

- All populations believe the clarity of communications they receive from their supervisor/manager is sufficient (directors lead strongly in this category).
- The frequency of communications employees receive from leadership and HR is perceived to be less adequate than the frequency of communications received from their supervisor/manager (leadership's communications lags HR's for most populations).
- The communications from leadership and HR are perceived to be less relevant than those from supervisors/managers.

# Employee Opinion Survey: Recommendations

Buck recommends that:

- Richland County deliver consistent pay increases to employees that are competitive with market salary increase budgets.
- Richland County leadership increase the frequency of their County-wide communications.
- The County prompt directors and supervisors to check in with employees on County-wide communications to ensure a common understanding.
- Richland County provide supervisor training to ensure consistent leadership across the organization.

# Benefits

## Benefits: Findings

- As part of the Total Rewards Study, Buck conducted a review of County benefits to assess, compare, and determine whether the County's programs are market competitive, better than market, or worse than market, as reflected in available survey data.
  - Survey sources leveraged in this review may be seen as Appendix C on slide 82.
- The following benefits at Richland County were reviewed against the market:
  - Medical Plans
  - Dental Plans
  - Vision Plans
  - Life and AD&D Plans
  - Short-Term Disability Plans
  - Other Benefit Plans
  - Retirement Planning
  - Leave Policies
  - Other Policies




## Benefits: Findings - Overall










- The plan eligibility waiting period for Medical, Dental, Vision, and Short-Term Disability programs is longer than the requirement typically found in the market.
- The Medical, Dental, and Vision benefits offering by Richland County is generally competitive, although an employee would often have to participate in the “Buy Up” plan to be fully competitive.
- Employee contributions for the Medical Plans are generally lower than those paid in the market for individual coverage, but somewhat higher for family coverage.
- Employee contributions for the Dental and Vision Plans are generally lower than those paid in the market.
- The AD&D benefit for the employee and spouse is generally lower than the market, while the benefit for a child is in the competitive range.
- There are a number of miscellaneous benefit plans that are being introduced into the market, and, while Richland County does not offer any of these benefits at this time, they are relatively uncommon in the market.

## Benefits: Findings - Medical Plans




- The plan eligibility waiting period is longer than the requirement typically found in the market.
- The medical benefits offering by Richland County is generally competitive, although an employee would often have to participate in the “Buy Up” plan to be fully competitive (usually designated by a “cautionary” or Yellow circle).
- Employee contributions are generally lower than those paid in the market for individual coverage, but somewhat higher for family coverage.
- Employer contributions are generally higher than those paid by organizations in the market. While employees may consider this to be favorable, from Richland County's perspective, it represents a higher cost.
- A summary of our findings is shown on the following pages.









# Benefits: Findings - Medical Plans

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Active Medical Plan Eligibility	91st day after date of hire			Typical eligibility is no waiting period to a period of 30 days
Deductible Single/Family	\$500 / \$1,000	\$1,000 / \$2,000		Typical practice is \$600 or less/ \$1,500 or less
Coinsurance after Deductible	80% / 20%	70% / 30%		Typical practice is 80%
OOP Maximum Single/Family	\$4,000 / \$8,000	\$5,500 / \$11,000		Typical practice is \$4,000 or less/\$7,000 or less
Hospital Copay (Inpatient / Outpatient) - Facility and Professional Services	Deductible + 20% Coinsurance	Deductible + 30% Coinsurance		Most common practice is 100% with copay
Emergency Room Copay	Deductible+20% Coinsurance	Deductible+30% Coinsurance		Most common practice is 100% with copay of \$200 or less
PCP Office Visit	\$20 copay	\$35 copay		Most common practice is 100% with copay of \$20 - \$29
Specialist	\$35 copay	\$45 copay		Most common practice is 100% with copay
Chiropractic Care	\$35 copay (contract year max 20 days)	\$45 copay (contract year max 20 days)		Varies widely, most common practice is 100% with co-pay of \$20 or more




# Benefits: Findings - Medical Plans


Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Independent Lab	No charge; no deductible	No charge; no deductible		Insufficient data, although some companies report at 20% copay
Generic Rx (Tier I)	\$10 copay retail	\$20 copay retail		Most organizations report a copay of \$20 or less
Preferred Brand (Tier II)	\$35 copay retail	\$50 copay retail		Typical practice is copay of \$25 to \$34
Non-Preferred Brand and Specialty (Tier III)	\$55 copay retail	\$75 copay retail		Typical practice is copay of \$50 to \$60
Specialty	\$55 copay retail	30% coinsurance (\$75 min / \$150 max retail)		Limited data, but some organizations report a copay of \$115
Generic Rx (Tier I)	\$20 copay home delivery <sup>1</sup>	\$40 copay home delivery <sup>1</sup>		Typical practice is 100% with copay of \$20 to \$30
Preferred Brand (Tier II)	\$70 copay home delivery <sup>1</sup>	\$100 copay home delivery <sup>1</sup>		Typical practice is 100% with copay of \$50 to \$70
Non-Preferred Brand and Specialty (Tier III)	\$125 copay home delivery <sup>1</sup>	\$150 copay home delivery <sup>1</sup>		Typical practice is 100% with copay of \$100 or more






# Benefits: Findings - Medical Plans







Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
Specialty	\$125 copay home delivery <sup>1</sup>	30% coinsurance (\$150 min / \$300 max) home delivery <sup>1</sup>		Limited data, but some organizations report a copay of \$179

<sup>1</sup>Includes 93-day supply for Rx home delivery.

# Benefits: Findings - Medical Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 









Provision – Medical Plan	Richland County 2017/18 Plans Cigna		Rating	Comments
	Buy-Up Plan (In Network)	Standard Plan (In Network)		
<b>Actives – Monthly Employee Contributions</b>				
Employee Only	\$128.00	\$50.00		Most organizations report a premium of \$100 or more
Employee + Spouse	\$678.34	\$569.40		Limited data, but some organizations report a premium of over \$1,000
Employee + Children	\$381.04	\$303.30		Limited data, but some organizations report a premium of \$450 and up
Family	\$897.34	\$765.54		Varies widely from \$400 and up
<b>Actives – Monthly Employer Contributions</b>				
Employee Only	\$834.60	\$812.35		Generally, cost to Richland County is higher with market data in the \$400 - \$500 range.
Family	\$1,700.19	\$1,561.30		Generally, cost to Richland County is higher with some organizations reporting a premium of about \$1,200

## Benefits: Findings - Dental Plans




- The plan eligibility waiting period is longer than the requirement typically found in the market.
- The dental benefits offering by Richland County is generally competitive, although an employee would often have to participate in the “Buy Up” plan to be fully competitive (usually designated by a “cautionary” or Yellow circle).
- Employee contributions are generally lower than those paid in the market.
- There was limited data available with regard to employer contributions, so no conclusions could be drawn.
- A summary of our findings is shown on the following pages.

# Benefits: Findings - Dental Plans

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Dental Plan	Richland County 2017/18 Plans			Rating	Comments
	Cigna				
	Buy-Up Plan (In Network)	Standard Plan (In Network)	Standard Plan (Non-Network)		
Active Dental Plan Eligibility	91 <sup>st</sup> day after date of hire				Most common practice is no waiting period
Plan Year Benefits Maximum (Class I, II, III and IV Expenses)	\$1,500	\$1,000			Plan maximums commonly range between \$1,500 to \$2,000
Annual Deductible Single / Family	\$50 per person No Limit	\$75 per person No Limit			The most common practice is \$50 individual / \$150 family; about one-third have no deductible
Percent Covered	Plan pays 50%	Not Covered			Most common practice is 50%
Plan Year Maximum	\$1,500	Not Covered			Majority is \$1,500 or less
Eligibility	Dependent children to age 19	Not Covered			Majority practice is children enroll in dental to age 19
<b>Actives – Monthly Employee Contributions</b>					
Employee Only	\$6.30	\$0.00			Above 20% have no contribution, with the majority of organizations charging \$20 or less
Family	\$70.56	\$53.34			Majority practice is less than \$50

# Benefits: Findings - Dental Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 





Provision – Dental Plan	Richland County 2017/18 Plans			Rating	Comments
	Cigna				
	Buy-Up Plan (In Network)	Standard Plan (In Network)	Standard Plan (Non-Network)		
<b>Actives – Monthly Employer Contributions</b>					
Employee Only	\$30.70		\$30.70		Insufficient data
Employee + Spouse	\$30.70		\$30.70		Insufficient data
Employee + Child(ren)	\$30.70		\$30.70		Insufficient data
Family	\$30.70		\$30.70		Insufficient data

## Benefits: Findings - Vision Plans

- The plan eligibility waiting period is longer than the requirement typically found in the market.
- The vision benefits offering by Richland County is generally competitive, although an employee must participate in the “Buy Up” plan to be fully competitive.
- Employee contributions are generally lower than those paid in the market for both individual and family.
- A summary of our findings is shown on the next page.

# Benefits: Findings - Vision Plans

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Vision Plan	Richland County 2017/18 Plans Cigna				Rating	Comments
	Buy-Up Plan (In Network)	Buy-Up Plan (Non-Network)	Standard Plan (In Network)	Standard Plan (Non-Network)		
Participation Requirements	91 <sup>st</sup> day after date of hire (Separate from medical plan)					Most common practice is no participation requirements
Frame retail allowance (Frequency period – 24 months) (One per frequency period)	Covered 100%	Up to \$55	N/A	N/A		Most organizations pay 100% with copay
<b>Actives</b>						
EE monthly contribution – EE Only	\$1.08		\$0.00			Typical contribution is \$10 or less
EE monthly contribution – Family	\$6.20		\$2.75			Typical contribution is \$20 or less

## Benefits: Findings - Life and AD&D Plans

- Basic life coverage is competitive with the low end of the competitive market range.
- The plan eligibility waiting period for AD&D coverage is longer than the requirement typically found in the market.
- The AD&D benefit for the employee and spouse is generally lower than the market, while the benefit for a child is in the competitive range.
- A summary of our findings is shown on the next page.



# Benefits: Findings - Life and AD&D Plans




Gap that may need to be filled ● Verify or consider improvement ● Consistent with best practices ●


Provision – Life and AD&D	Richland County 2017/18 Plans	Rating	Comments
Basic Life Benefit	\$50,000	●	Market practices typically fall between one and two times base salary
Participation Requirement (AD&D Insurance)	91 <sup>st</sup> day after date of hire	●	Most common practice is no waiting period
AD&D Benefit	\$10,000	●	Market practices typically fall between one and two times base salary
Spouse Life Benefit	\$5,000 \$10,000 \$20,000 \$30,000	●	A majority of organizations provide a benefit of \$50,000 or more
Child Life Benefit	\$5,000 \$10,000	●	Majority practice is \$10,000

## Benefits: Findings - Short-Term Disability Plans

- The plan eligibility waiting period for short-term disability coverage is longer than the requirement typically found in the market.
- The benefit duration period is slightly lower than market practices.
- A summary of our findings is shown on the next page.

# Benefits: Findings - Short-Term Disability Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 














Provision – Short-Term Disability Plans	Richland County 2017/18 Plans	Rating	Comments
Participation Requirement	91 <sup>st</sup> day after date of hire		Most organizations have either no waiting period or a 30 day waiting period
Benefit Duration	24 weeks		Most common practice is 26 weeks

## Benefits: Findings - Other Benefit Plans

- There are a number of miscellaneous benefit plans that are being introduced into the market (as listed on the next page).
- While Richland County does not offer any of these benefits at this time, they are relatively uncommon in the market.
- As such, we would consider Richland County to be in line with market practices.
- A summary of our findings is shown on the next page.

# Benefits: Findings - Other Benefit Plans




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 



Provision – Other Benefit Plans	Richland County 2017/18 Plans	Rating	Comments
Childcare – Subsidized	Currently Not Offered		Limited data; subsidized coverage is a minority practice
Childcare – Onsite	Currently Not Offered		Limited data; coverage is a minority practice
Childcare – Resource and Referral	Currently Not Offered		Insufficient data
Group Auto Insurance	Currently Not Offered		A minority practice, not provided by most organizations
Group Homeowners Insurance	Currently Not Offered		A minority practice, not provided by most organizations
Hospital Indemnity	Currently Not Offered		A minority practice, not provided by most organizations
ID Theft	Currently Not Offered		A minority practice, not provided by most organizations
Lactation Room	Currently Not Offered		Limited data; coverage is a minority practice
Legal Benefit	Currently Not Offered		A minority practice, not provided by most organizations
Long Term Care	Currently Not Offered		A minority practice, where provided, it is usually not subsidized by the organization
Onsite Medical Clinic	Currently Not Offered		A minority practice, not provided by most organizations
Pet Insurance	Currently Not Offered		A minority practice, not provided by most organizations
Telemedicine	Currently Not Offered		Limited data, but reported in a number of large organizations

## Benefits: Findings - Retirement Planning

- Some organizations are introducing programs related to retirement planning into the market (as listed on the next page).
- While Richland County does not offer any of these benefits at this time, they are relatively uncommon in the market.
- As such, we would consider Richland County to be in line with market practices, however these programs are emerging trends.
- A summary of our findings is shown on the next page.

# Benefits: Findings - Retirement Planning

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 




Provision – Retirement Planning	Richland County 2017/18 Plans	Rating	Comments
Group Financial Planning	Currently Not Offered		While not a majority practice, it is reported in a number of large organizations
Investment Advisory Services	Currently Not Offered		Coverage is a minority practice that is most often found in larger organizations







## Benefits: Findings - Leave Policies

- Richland County currently does not provide programs under a Leave Policy that are not mandated.
- The practice for several of these policies are relatively small and, as such, we would consider Richland County to be in line with market practices.
- However, the practice for Flex Time and Paid Maternity Leave are found in an increasing number of organizations and, as such, we would not consider Richland County to be in line with market practices.
- A summary of our findings is shown on the next page.



# Benefits: Findings - Leave Policies

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 








Provision – Leave Policies	Richland County 2017/18 Plans	Rating	Comments
Annual Leave 1 year of service 5 years of service 10 years of service 20 years of service	10 days 15 days 20 days 20 days		Most common practice 10 – 14 days Most common practice 15 – 19 days Most common practice 15 – 19 days Most common practice 20 – 24 days
Elder Care	Currently Not Offered		Not offered at most organizations
Flex Time	Currently Not Offered		Provided by most organizations
Paid Maternity Leave	Currently Not Offered		Found in a number of organizations, but not a majority practice
Paternity Leave	Currently Not Offered		Provided by some organizations, but a minority practice
Sick Leave Participation Requirements	None		Most organizations do not have a waiting period; for those that do, it is usually two weeks

## Benefits: Findings - Other Policies

- Richland County's practice for holidays is ahead of market practices.
- While Richland County does not offer some of the other policies being introduced into the market, these are clearly minority practices.
- As such, we would consider Richland County to be in line with market practices.
- A summary of our findings is shown on the next page.
- While a number of organizations have moved to PTO plans, the transition from traditional programs to PTO programs is not always easy.
  - While PTO plans may be easier to administer for the organization, employees may find it difficult to budget their PTO time to accommodate illness or other unexpected absence.

## Benefits: Findings - Other Policies

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Provision – Other Policies	Richland County 2017/18 Plans	Rating	Comments
Adoption Benefits	Currently Not Offered		Not offered by a majority of organizations; those that do, usually partially subsidize
Discount Purchase Program	Currently Not Offered		Limited data; a minority practice found in some larger organizations
Employer Scheduled Holidays	12 days		Most common practice is 9 to 10 days
Job Sharing	Currently Not Offered		Limited data, but typically not provided
On-Site Fitness Center	None		Found in a number of organizations, but not a majority practice; where found, may be fully or partially subsidized
Spousal Surcharge	Currently not assessed		Limited data, but most companies do not assess a surcharge
Tobacco Surcharge	Currently not assessed		Limited data, but most companies do not assess a surcharge

## Benefits: Recommendations

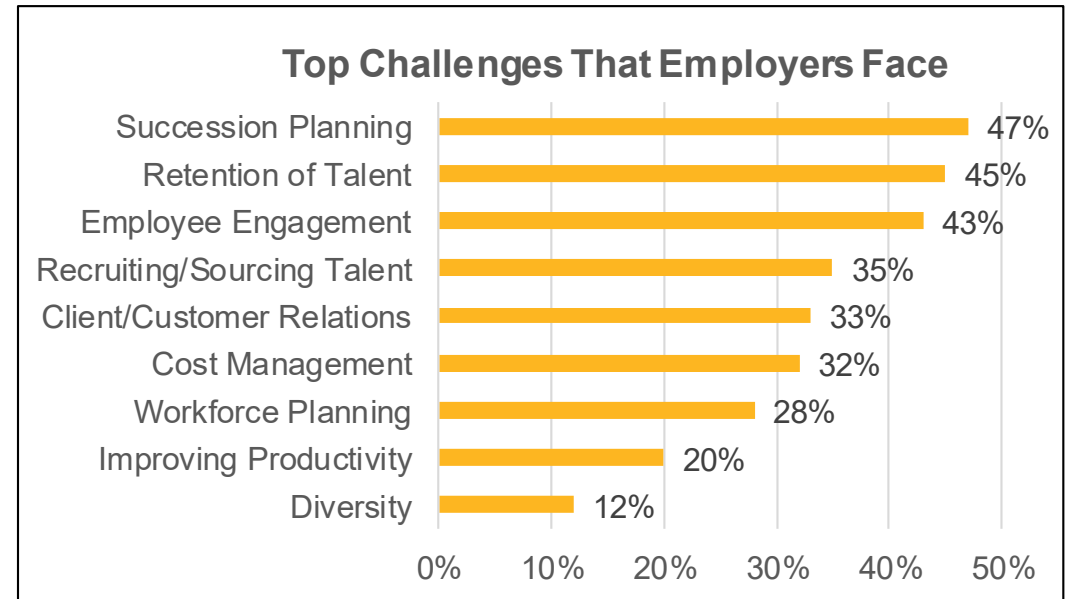
Buck recommends that:

- Richland County review the 90-day benefit eligibility waiting period for Medical, Dental, Vision, and Short-Term Disability programs against typical market practice.
- Richland County review the practice for Flex Time and Paid Maternity Leave relative to market practice.
- Richland County review the benefit duration period for the short-term disability plan, which is slightly lower than market practice.
- Richland County review the AD&D benefit for the employee and spouse, which is generally lower than the market.

# Talent Development

# Talent Development: Findings

- As part of the Total Rewards Study, Buck examined and assessed Richland County’s Talent Development practices.
- Buck organizes Talent Development into six groupings of human resource processes and programs.
  - Workforce Planning
  - Recruiting and Onboarding
  - Performance Management
  - Reward and Recognition
  - Employee and Leadership Development
  - Diversity and Inclusion
- Grouping human resource practices in this manner provides a systematic approach for assessing the effectiveness and thoroughness of an organization’s talent development practices.
- The six talent development groupings also correspond with the top challenges employers face, according to the *2019 Compensation Planning Survey* conducted by Buck.

















## Talent Development: Findings

- Richland County has sound practices in place that address most of the key issues associated with talent development.
- The Richland County groupings that compare favorably to best practices are:
  - Performance Management
  - Reward and Recognition
  - Employee and Leadership Development
  - Diversity and Inclusion
- The Richland County groupings with gaps that may be filled are:
  - Workforce Planning
  - Recruiting and Onboarding
- Feedback from the *Employee Opinion Survey* focused primarily on two groupings of Talent Development – Reward & Recognition and Employee & Leadership Development. Following are summaries of the feedback:
  - Most employees feel neither strongly positive nor strongly negative about the amount of recognition they receive, including from RC leadership.
  - Employees generally feel positive about the effectiveness of their managers' coaching and oversight.
  - Most employees also express positive sentiment about the learning and development opportunities available to them, but indicated they would value having even more of these opportunities.

# Talent Development: Findings

The following table summarizes the assessment of Richland County’s Workforce Planning and Recruiting & Onboarding practices.




Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 









Talent Development Features	Rating	Source for Richland County Practice	Comments
<b>Workforce Planning</b>			
Headcount forecasting			Consider developing a formal process
Creating new jobs			Consider developing a formal process
Job analysis and evaluation			Consider developing a formal process
Requisition process		Employee Handbook Hiring/Recruiting	Consider developing a formal process
<b>Recruiting &amp; Onboarding</b>			
Sourcing Talent			Consider developing a policy
Interview and selection process			Consider developing a formal process
Job offer approvals			Consider developing a formal process
I-9 verification			Likely exists, needs confirmation
Day 1			Consider developing a formal process
Orientation		Richland County University - New Employee Training	
Probationary period		Employee Handbook - Employment, Probationary Period	



# Talent Development: Findings

The following table summarizes the assessment of Richland County’s Reward & Recognition and Performance Management practices.

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Talent Development Features	Rating	Source for Richland County Practice	Comments
<b>Reward &amp; Recognition</b>			
Pay-for-Performance		Richland County HR Guidelines – Compensation Plan and Performance Enhancement Plan (PEP)	
Non-cash Performance Award		Golden Apple Award	Consider more criteria
Service Awards		Longevity Bonus Pay	
Spot Awards			Consider adding
<b>Performance Management</b>			
Performance Planning, Review, Evaluation		Employee Handbook - Performance Evaluations, Performance Enhancement Program (PEP)	
Discipline policy and procedure		Employee Handbook - Employee Performance, Discipline	
Sexual Harassment		Richland County HR Guidelines - EEO and Harassment	Verify that it is current
Attendance		Employee Handbook - Employee Relations, Attendance; Richland County HR Guidelines - Attendance	

# Talent Development: Findings




The following table summarizes the assessment of Richland County’s Employee & Leadership Development practices.


Gap that may need to be filled 
Verify or consider improvement 
Consistent with best practices

Talent Development Features	Rating	Source for Richland County Practice	Comments
<b>Employee &amp; Leadership Development</b>			
Internships		Internship Program	
Job Training		Richland County HR Guidelines – Training and Development; Richland County University	
Skill and competency training		Richland County HR Guidelines – Training and Development; Richland County University	
Certifications		Richland County University - The Training Plan	Consider adding to Current Employees
Tuition assistance		Employee Handbook - Tuition Assistance Plan	
Promotions		Employee Handbook- Compensation, Wage & Hours of Work - Personnel Actions	
Career Development		Richland County University - Career Planning and Development Course	Consider developing a formal process
Succession Planning		Richland County University - Succession Development Course	Consider developing a formal process
Mentoring		Richland County University - Coaching and Mentoring Others Course	Consider developing a formal program

# Talent Development: Findings

The following table summarizes the assessment of Richland County’s Diversity & Inclusion practices.

Gap that may need to be filled  Verify or consider improvement  Consistent with best practices 

Talent Development Features	Rating		Source for Richland County Practice	Comments
Diversity & Inclusion				
Diversity & Inclusion			Employee Handbook - Diversity, Richland County HR Guidelines - Diversity; Richland County University - Supervisor, Management & Leadership Training - Advanced Civility and Inclusion	

# Talent Development: Recommendations

Buck recommends that:

- Richland County develop formal processes in the areas of Workforce Planning and Recruiting and Onboarding.
- Richland County should continue to offer flexible work schedules to employees where appropriate.
- Richland County should continue to offer training opportunities both at the county level and within departments to foster career development.

# Next Steps

## Next Steps

Summary Report of Findings (this report):

- January 11, 2019: Richland County provide feedback on draft summary report of findings to Buck.
- January 25, 2019: Buck provide Richland County with updates to draft report of findings.
- February 1, 2019: Richland County provide final feedback on 2<sup>nd</sup> draft report of findings.
- February 8, 2019: Buck provide Richland County with FINAL report of findings.

Train the Trainer PowerPoint Presentation on Total Rewards Study Findings (20 slide presentation):

- January 11, 2019: Buck and Richland County meet to discuss training content, exhibits.
- January 18, 2019: Buck present Richland County with draft training document.
- January 25, 2019: Richland County provide feedback on draft training document.
- February 1, 2019: Buck present Richland County with FINAL training document.
- Week of February 11, 2019: Buck present Train-the-Trainer session to participants selected by Richland County.
  - Four-hour block that Richland County may break into 2 x 2-hour sessions or 1 x 4-hour session.
  - Richland County to determine onsite or via WebEx.

# Appendices

## Appendix A: Catalog of Deliverables

Buck has delivered the following final reports of findings across each project element, the results of which have been summarized in this report of findings:

- Compensation Documents
  - Richland County Market Analysis 101818 (PDF)
  - Richland County Survey Match Detail (Excel)
- Salary Structure Documents
  - RC Salary Structure Alternatives Discussion Guide 10192018 (PDF)
  - RC Structure Report 121818 (PDF)
  - RC Structure\_Ees Under Min Over Max 121818 (Excel)
  - RC Job Leveling and Slotting Process 121418 (PDF)
  - RC Salary Structure Administration 121818 (PDF)
  - RC Compensation Program Detail 121919 (Excel)
- Career Architecture Documents
  - FINAL Richland County Career Architecture Leveling Guide (PDF)
  - Richland County Career Architecture Training 082118 (PDF)
- Employee Engagement
  - RC Employee Engagement – Survey Findings Report-181018 final (PDF)
  - RC Results by Dept (Excel in Zip File)
- 2018 Richland County Custom Total Rewards Survey\_Client(PDF)



## Appendix B: Glossary of Terms

Term	Definition
<b>Compensation Program</b>	
<b>Benchmark Job</b>	Benchmark jobs exist both within the organization and are prevalent in the labor market (not every job is a “benchmark” job) with duties comparable to jobs in other organizations. When identifying benchmark jobs we seek to capture a large percentage of employees within the organization.
<b>Job Analysis</b>	Job analysis is the study of a job to determine which activities and responsibilities it requires, its relative importance to other jobs, the personal qualifications necessary for performance of the job and the conditions under which the work is performed.
<b>Job Classification</b>	Job Classification is a process used to differentiate between jobs on the basis of tasks, duties and responsibilities involved while performing the job. It takes into account the knowledge, skills and abilities that an employee requires to perform the job.
<b>Job Description</b>	A job description is an internal document that clearly states the essential job requirements, job duties, job responsibilities, and skills required to perform a specific role.
<b>Job Evaluation</b>	An assessment of the relative worth of various jobs on the basis of a consistent set of job and personal factors, such as qualifications and skills required.
<b>Job Title</b>	A job title is a simple description that refers to the responsibilities of a job and the level of the position.
<b>Labor Market</b>	Defines the organizations within specific industries and/or regions against which an organization competes for talent.
<b>Market Analysis</b>	The process of assessing the degree to which an organization’s salaries are competitive compared to their labor market(s).
<b>Salary Structure</b>	The Salary Structure is made up of salary grades and salary ranges. A salary structure is the foundation for administering base salary within an organization.
<b>Salary Grade</b>	Salary Grades provide a framework for compensation by defining the amount of pay available at each step in the employment process.
<b>Salary Range</b>	Salary Ranges set the upper and lower bounds of possible compensation for individuals whose jobs fall in a pay grade. A pay range is created for each grade.

## Appendix B: Glossary of Terms

Term	Definition
<b>Compensation Program, cont.</b>	
<b>Salary Grade Minimum</b>	The lowest established salary that may be paid to an employee that meets the minimum qualifications for the position in that salary grade.
<b>Salary Grade Midpoint</b>	The salary grade midpoint is typically the middle of the salary range and is tied to the target market based on the organization's compensation philosophy (e.g. 50th percentile).
<b>Salary Grade Maximum</b>	The highest salary that may be paid to an employee in that salary grade. Generally, employees should not be paid above maximum.

Term	Definition
<b>Career Architecture</b>	
<b>Career Architecture</b>	Career Architecture is a talent management tool that ensures the consistent leveling of jobs across the organization in support of career development, internal equity and hierarchy definitions.
<b>Career Grouping</b>	Broad job groupings that have specific characteristics and career/leveling progressions (Management, Knowledge Worker, Administrative Support, Technical and Trades, and Public Safety).
<b>Career Grouping: Management</b>	Achieves objectives primarily through the coordinated achievements of direct reports. Requires formal supervisory responsibility. Manages units of varying size and complexity.
<b>Career Grouping: Knowledge Workers</b>	Professional level individual contributors. Typically without formal supervisory responsibility. Have mastered the essential, core knowledge.
<b>Career Grouping: Administrative Support Staff</b>	Office support, process and organization delivery. Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training. No formal supervisory responsibility.
<b>Career Grouping: Technical and Trades Employees</b>	Operational and technical service delivery. Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training. No formal supervisory responsibility.
<b>Career Grouping: Public Safety Employees</b>	Enforces and/or complies with federal and state laws and County ordinances relating to public safety and welfare. Skills are acquired through vocational education and/or apprenticeships, certifications, and specialized or on-the-job training. No formal supervisory responsibility.

# Appendix B: Glossary of Terms

Term	Definition
<b>Career Architecture, cont.</b>	
<b>Career Ladder</b>	Career ladders are the progression of jobs in an organization's specific occupational fields ranked from highest to lowest based on level of responsibility and pay.
<b>Career Level</b>	Career Levels define the hierarchical position of jobs within a Career Grouping based on the degree of scope and responsibility required for each job.

## Appendix C: Benefits Review Survey Sources

Benefits currently provided at Richland County were compared to general market practices using the following benchmark reports:

- Willis Towers Watson General Industry Employee Benefit Policies and Practices 2016 Report: (Southeast Region - Population Size Under 2,500 Employees)
- ADP Annual Health Benefits Report: 2016 Benchmarks and Trends for Large Organizations
- Mercer National Survey of Employer-Sponsored Health Plans 2016 Survey Report: (South Region - Large Employers - 500 or More Employees)
- The Kaiser Foundation and Health Research & Educational Trust: Employer Health Benefits 2017 Annual Survey, (Large Firms - 200 or More Workers)
- Economic Research Institute Benchmarking Survey: 2016 Health Care Benefits, Southeast Region
- International Foundation of Employee Benefit Plans: 2016 Employee Benefits Survey (Public Employers)
- Society for Human Resource Management: 2017 Employee Benefits (Large Employers - 2,500 or More Employees)



## Richland County Council Request for Action

**Subject:**

Airport Overnight EAA Camping Event Request

**Notes:**

April 23, 2019 – The committee recommended Council approve the movie and camping event subject to the direction and oversight of the Airport General Manager, require execution of a Hold Harmless Agreement, and to request the Airport Commission, working with Airport General Manager, to develop an appropriate policy to adopt regarding overnight stays at the Jim Hamilton-LB Owens Airport. In addition, to direct Risk Management and Legal to draft language that eliminates the County's liability exposure.



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Christopher S. Eversmann, PE, AAE  
**Department:** Department of Public Works – Jim Hamilton – LB Owens Airport  
**Date Prepared:** April 05, 2019 **Meeting Date:** April 16, 2019

<b>Legal Review</b>	Larry Smith via email	<b>Date:</b>	April 05, 2019
<b>Other Review:</b>	Brittney Hoyle-Terry, Risk Manager, via email	<b>Date:</b>	April 05, 2019
<b>Approved for Council consideration:</b>	Acting County Administrator	John Thompson, Ph.D., MBA, CPM	
<b>Committee</b>	Administration and Finance		
<b>Subject:</b>	Airport Overnight EAA Camping Event Request		

**Recommended Action:**

Staff recommends Council approve the movie and camping event subject to the direction and oversight of the Airport General Manager, require execution of a Hold Harmless Agreement as provided, and request the Richland County Airport Commission, working with the Airport General Manager, develop an appropriate policy to adopt regarding overnight stays at the Jim Hamilton – LB Owens Airport.

**Motion Requested:**

Move that Richland County Council consider authorizing a movie viewing and overnight camping event at the Jim Hamilton – LB Owens Airport (CUB) under the conduct and supervision of the Officers of Experimental Aircraft Association (EAA) Chapter 242 (Palmetto Sport Aviation).

**Request for Council Reconsideration:**  Yes

**Fiscal Impact:**

The requested event will not require the expenditure of any County and/or Airport funds.

**Motion of Origin:**

N/A

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

## Discussion:

Experimental Aircraft Association (EAA) Chapter 242, also known as Palmetto Sport Aviation, is a pilot organization based at the Jim Hamilton – LB Owens Airport (CUB). They are an extremely active chapter of the national organization that promotes aviation.

The officers of EAA-242 have requested to host a “drive-in” movie style event at the airport to which guests would be able to fly (or drive) to the airport to watch an aviation-themed movie on the evening of Saturday, April 27th. The movie would be viewed out-of-doors.

Following the movie, EAA-242 has requested permission to permit visitors to camp overnight at the airport.

- The Airport Operations Manual does not address (nor prohibit) overnight camping at the Airport.
- The Airport Terminal Building is staffed and open from 6:00 a.m. through 10:00 p.m. Sunday through Saturday. There are no airport employees (County or FBO) routinely on site when the airport terminal is closed.
- Though the terminal building is closed, the airport runway and taxiway are available for use around-the-clock.
- This would be a sanctioned EAA Chapter event and would be covered by their chapter insurance policy.
- The officers of the EAA chapter, who are also airport tenants, would supervise the event. The officers would also remain on site overnight.
- City of Columbia Police Department staff will be advised of the event.

The Richland County Airport Commission conducted an electronic meeting to consider this request. Their recommendation is attached to this briefing document.

Mr. Larry Smith, County Attorney, has reviewed the request. He indicates it is a management/policy decision whether to make the airport available for this event. Should the Council decide to make the property available, the following should be considered:

- The use needs to be subject to an agreement regarding its use; subject to an Indemnification and Hold Harmless Agreement (HHA).
- If such use will create a precedence for such future activities at the airport.

Finally, Ms. Brittney Hoyle-Terry, Risk Management Director, offered the following:

- Overnight use of a County facility by members of the public is not free from liability exposure, even if the party provides proof of insurance coverage.
- There are concerns about the precedent this sets for future events at the airport as well as other County facilities.
- If the decision is made to allow such use, a formal agreement should be in place.

## Attachments:

1. Richland County Airport Commission recommendation
2. Hold Harmless Agreement



<b>EAA Chapter 242 Fly-In Movie and Overnight Event at KCUB Email Voting Results</b>	
<i>RCAC recommends to County Council that the April 27, 2019 movie and camping event planned by EAA 242 on an approved and designated area of KCUB be approved by County Council with the following stipulations:</i>	
<i>Richland County Airport Commission, working with the Airport General Manager, develop an appropriate policy regarding overnight stays and activities at the Jim Hamilton – LB Owens Airport.</i>	
<i>The event specified be supervised, including overnight activities by an appropriate member of and as designated by the EAA, Chapter 242.</i>	
John Parrish	In Favor
Mike Kelly	In Favor
Stuart Hope	In Favor
Cecil D. Hannibal	No Reply
Lindsey F. Ott, PhD	In Favor
Tally Parham Casey	In Favor
Tim Mosseau	In Favor
Emerson Smith	In Favor
Joel McCreary	In Favor
<b>In Favor</b>	<b>8</b>
<b>Not In Favor</b>	<b>0</b>
<b>No Reply</b>	<b>1</b>
<b>Motion Carries</b>	<b>Yes</b>
<b>Validated by Joel McCreary, Chair, Richland County Airport Commission on April 8, 2019</b>	

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STATE OF SOUTH CAROLINA )  
 ) **AGREEMENT AND HOLD HARMLESS**  
COUNTY OF RICHLAND )

THIS HOLD HARMLESS AGREEMENT, hereinafter “Agreement”, is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ and is made by and between the undersigned parties.

WHEREAS, Richland County owns and operates the Jim-Hamilton-LB Owens Airport (“Airport”); and

WHEREAS, the Officers of Experimental Aircraft Association (EAA) Chapter 242 also known as Palmetto Sports Aviation (“EAA”); and

WHEREAS, the EAA would like to host a recreational event (“Event) on Saturday April, 27, 2019 and Sunday April 28, 2019, at the Airport, including an outdoor movie and overnight camping;

NOW, THEREFORE, for and in consideration of the mutual covenant below, the sufficiency of which is hereby acknowledged, EAA and Richland County agrees as follows:

1. Richland County agree to allow EAA to perform the following activities on the Airport property:

Viewing of a movie for entertainment purposes and overnight camping thereafter;

2. EAA and its guests, invitees, and participants of any kind agree to:

On-site supervision of the event by a designated EAA Chapter Officer;

No open fires, use of stoves, or outdoor cooking;

Compliance with established airport security and safety procedures;

Only camping in designated, approved areas;

Restoration of the site and police of all trash will be completed following the event;

Check out with on-site Airport Staff upon completion of the event.

3. Prior to commencing activities hereunder, EAA, at its own expense, shall obtain and maintain, throughout the duration of this Agreement, all such insurance as required by the laws of the

State of South Carolina, and minimally the below listed insurance. Such insurance shall be issued by a company or companies authorized to do business in the State of South Carolina and Richland County, and must have a Best Rating of A-, VII or higher. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability on EAA.

EAA shall maintain a commercial general liability insurance policy on an occurrence basis with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage, and personal injury.

EAA shall furnish Richland County at the below address with certified copies of certificates of insurance a minimum of five (5) calendar days prior to the event. Richland County, Attn: Risk Management, PO Box 192, Columbia, SC 29202. Richland County shall be named on the policies as certificate holder.

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

4. Upon the execution of this Agreement, Officers of Experimental Aircraft Association (EAA), for itself and its predecessors, successors, executors, administrators, assigns, legal representatives, affiliated companies, agents, officers, directors, shareholders, attorneys and partners, does hereby release, hold harmless, indemnify and defend Richland County, its employees, agents, administrators, assigns, their predecessors, successors, agents, officers, directors, legal representatives, affiliated companies, attorneys and partners, of and from any and all claims, demands, damages, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, admitted or suffered for or on account of or in connection with the use by EAA of the Airport for the Event, excluding however, those claims, costs, expenses, injuries, damages and liabilities which arise or accrue as the result of the negligence or misconduct of Richland County, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Officers of Experimental Aircraft  
Association (EAA) Chapter 242**

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Richland County**

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

Its: \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

City of Columbia: Permission to Survey - SS7462 Verch Locke Sewer Lift Station Area

**Notes:**

April 23, 2019 – The committee recommended Council grant permission for the City of Columbia to perform its survey and soil sampling.

**RICHLAND COUNTY  
ADMINISTRATION**

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



Agenda Briefing

**To:** Committee Chair Joyce Dickerson and Honorable Members of the Committee  
**Prepared by:** Stephan S. Staley, PE, County Engineer  
**Department:** Public Works  
**Date Prepared:** April 10, 2019 **Meeting Date:** April 16, 2019

<b>Approved for Council consideration:</b>	Acting County Administrator	John Thompson, Ph.D., MBA, CPM
<b>Committee</b>	Administration and Finance	
<b>Subject:</b>	City of Columbia: Permission to Survey - SS7462 Verch Locke Sewer Lift Station Area	

**Recommended Action:**

Staff recommends granting permission for the City of Columbia to perform its survey and soil sampling.

**Motion Requested:**

Move to approve staff’s recommendation to grant permission to the City of Columbia to perform its survey and soil sampling.

Request for Council Reconsideration:  Yes

**Fiscal Impact:**

There is no fiscal impact as no County funds will be used.

**Motion of Origin:**

N/A

Council Member	
Meeting	
Date	

**Discussion:**

The City of Columbia is performing a study involving various properties near the Versch Locke Sewer Lift Station, and has requested to perform survey work and soil testing on a portion of property owned by Richland County.

The City of Columbia owns and maintains a 30 foot sanitary sewer outfall line on these properties. The proposed survey will examine the condition of the line for any necessary rehabilitation or replacement. The City may take soil samples in the area to determine if the line has leaks. Soil samples will also help with the design of a new line if the current line cannot be rehabilitated.

**Attachments:**

1. Correspondence from the City of Columbia

CITY OF COLUMBIA  
DEPARTMENT OF ENGINEERING  
REAL ESTATE DIVISION

Attachment 1



P O Box 147 | Columbia, SC | 29217 | 803-545-3400

March 29, 2019

RE: Permission to Survey and Soil Testing  
and along a portion of property located on the  
south side of Pineview Road; China Jushi  
USA Facility  
Project Number: SS7462

Transmittal by Email

Attn: Stephen S. Staley, P.E.  
County Engineer  
Richland County  
400 Powell Road  
Columbia, SC 29203

Dear Mr. Staley:

The City of Columbia is performing a study involving various properties near the Versch Locke Sewer Lift Station and as part of the study it is necessary to perform survey work and soil testing on a portion of property which is understood to belong to you. The property is identified as Richland County TMS#16200-03-21 as shown on attached tax map.

Your permission is required to send staff and equipment on your property to perform the necessary survey work and soil testing. No trees will be cut or other physical damages inflicted to your property or its improvements. However, it may be necessary to clear underbrush in the survey area.

Please indicate your approval by signing the permission statement below, provide contact information for future communications, and return the letter to me by email to [gale.nash@columbiasc.gov](mailto:gale.nash@columbiasc.gov). Please keep a copy of this letter for your records.

Should you have any questions concerning this matter or should problems arise while the work is being conducted, please do not hesitate to contact me at (803) 545-3231.

Sincerely,  
*Gale Nash*  
Gale Nash  
Real Estate Division Manager

I hereby grant permission for access on the property described above for the purposes stated.

**RICHLAND COUNTY**

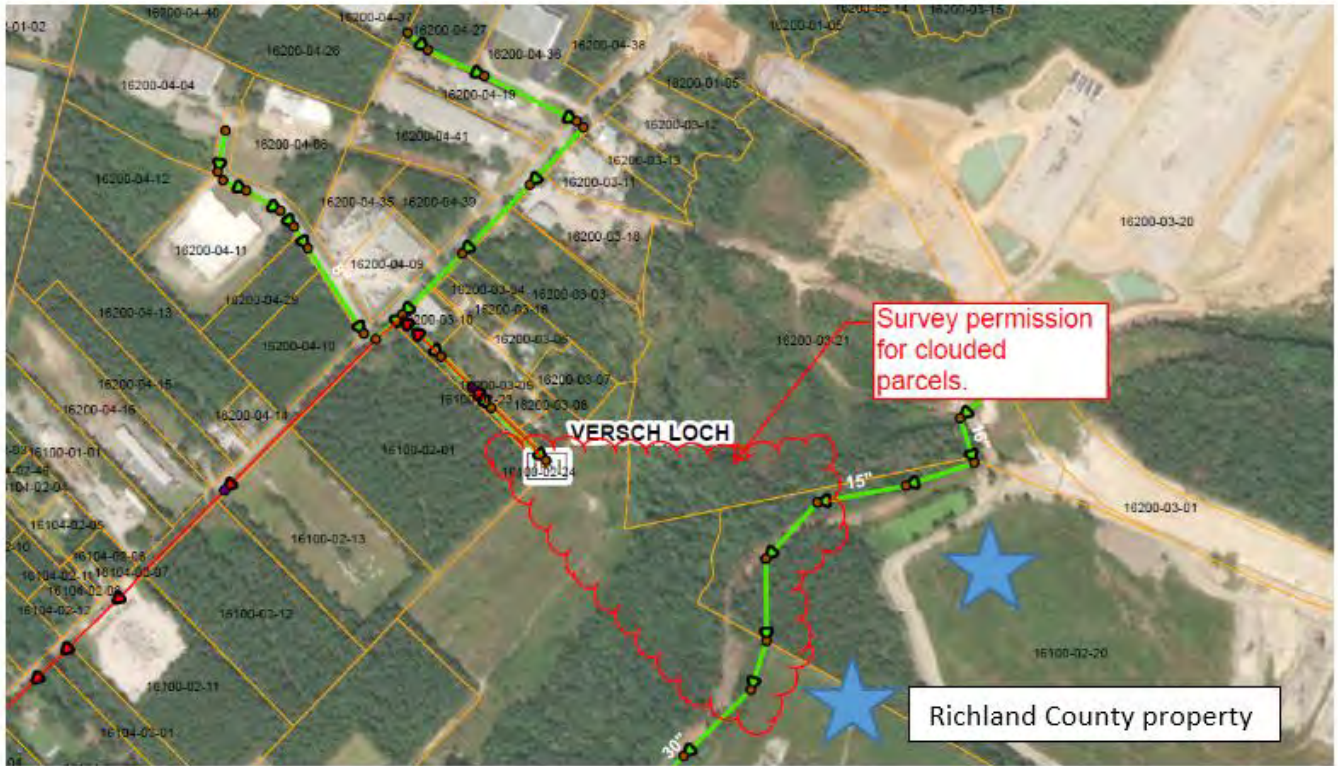
\_\_\_\_\_  
Date

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exhibit "A"





**CITY OF COLUMBIA  
DEPARTMENT OF ENGINEERING  
REAL ESTATE DIVISION**



P O Box 147 | Columbia, SC | 29217 | 803-545-3400

---

May 2, 2019

RE: Permission to Survey and Soil Testing and along a portion of property located on the south side of Pineview Road; TMS#16100-02-20; 1400 Longwood Road; Project Number: SS7462

Transmittal by Email

Attn: Stephen S. Staley, P.E.  
County Engineer  
Richland County  
400 Powell Road  
Columbia, SC 29203

Dear Mr. Staley:

The City of Columbia is performing a study involving various properties near the Versch Locke Sewer Lift Station and as part of the study it is necessary to perform survey work and soil testing on a portion of property which is understood to belong to you. The property is identified as Richland County TMS#16100-02-20 as shown on attached tax map.

Your permission is required to send staff and equipment on your property to perform the necessary survey work and soil testing. No trees will be cut or other physical damages inflicted to your property or its improvements. However, it may be necessary to clear underbrush in the survey area. The City of Columbia will restore the property to as nearly as practicable to its original condition upon completion of the work.

Please indicate your approval by signing the permission statement below, provide contact information for future communications, and return the letter to me by email to [gale.nash@columbiasc.gov](mailto:gale.nash@columbiasc.gov). Please keep a copy of this letter for your records.

Should you have any questions concerning this matter or should problems arise while the work is being conducted, please do not hesitate to contact me at (803) 545-3231.

Sincerely,  
*Gale Nash*  
Gale Nash  
Real Estate Division Manager

I hereby grant permission for access on the property described above for the purposes stated.

**RICHLAND COUNTY**

\_\_\_\_\_  
Date

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF COLUMBIA**

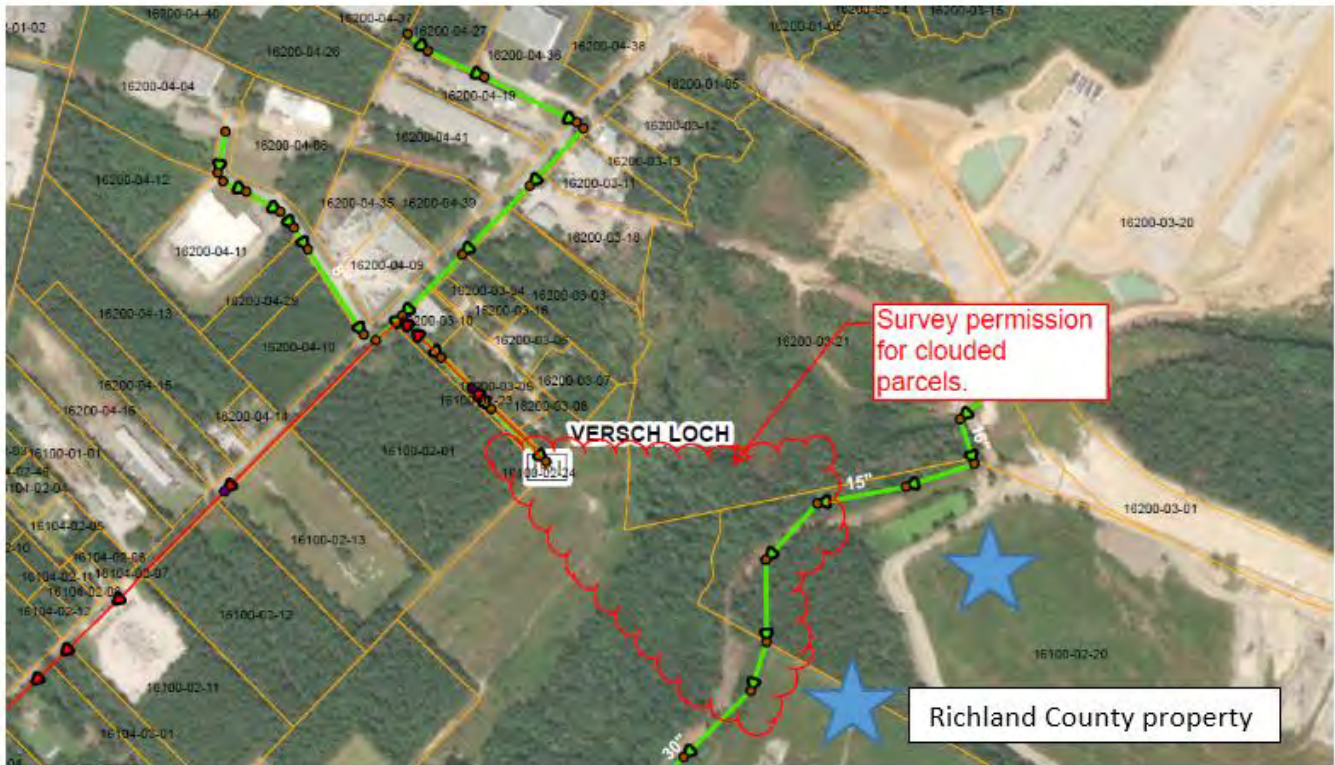
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Date

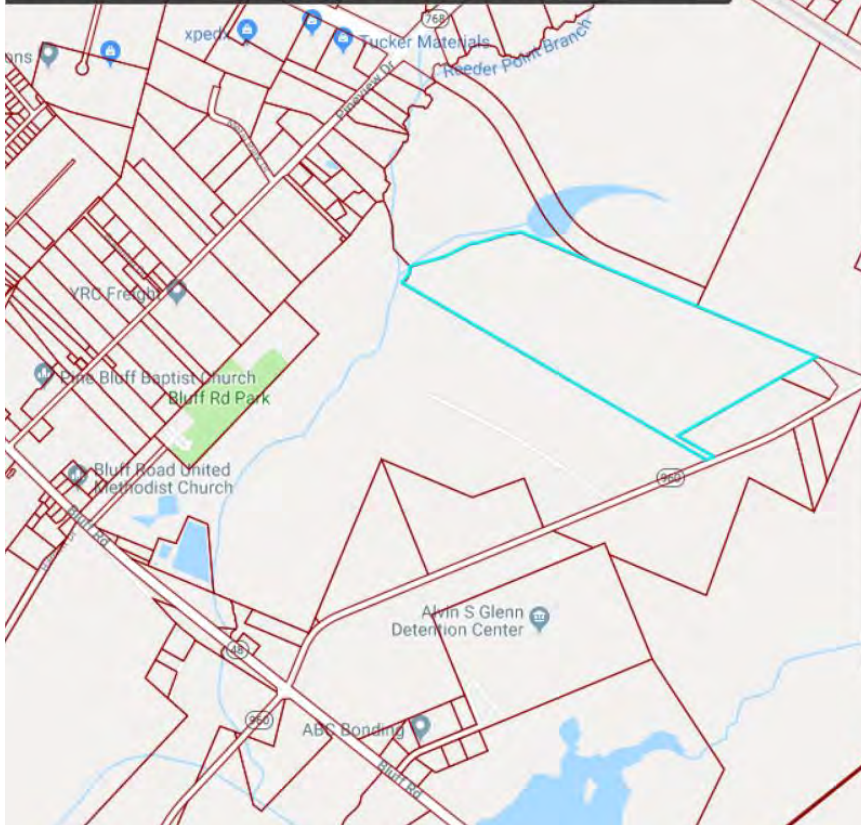
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Exhibit "A"





Parcel Information:

Parcel Number:	R16100-02-20
Situs Address:	1400 LONGWOOD RD
Primary Zoning:	M-1
Secondary Zoning:	
Tax District:	1LR
NBHD Code:	C2A.00
Taxable Value:	0
Market Value:	1,047,000
Building Value:	0
Land Value:	1,047,000
Acreage:	83.760
Owner Name:	RICHLAND COUNTY SOUTH CAROLINA
Owner Address:	2020 HAMPTON ST
Owner Address:	
Owner City:	COLUMBIA
Owner State:	SC
Owner ZIP:	29201
Bedrooms:	0
Bathrooms:	0
Year Built:	
Heated Sq Feet:	0 ft <sup>2</sup>
Last Sale Date:	September 17, 2014
Last Sale Price:	\$1,968,360
Legal Description:	TRACT 1-A
Legal Description:	
Legal Description:	#PR 52-6238 RB1972-2332

CITY OF COLUMBIA  
DEPARTMENT OF ENGINEERING  
REAL ESTATE DIVISION



P O Box 147 | Columbia, SC | 29217 | 803-545-3400

May 2, 2019

RE: Permission to Survey and Soil Testing and along a portion of property located on the south side of Pineview Road; TMS#16100-02-02; 1550 Longwood Road; Project Number: SS7462

Transmittal by Email

Attn: Stephen S. Staley, P.E.  
County Engineer  
Richland County  
400 Powell Road  
Columbia, SC 29203

Dear Mr. Staley:

The City of Columbia is performing a study involving various properties near the Versch Locke Sewer Lift Station and as part of the study it is necessary to perform survey work and soil testing on a portion of property which is understood to belong to you. The property is identified as Richland County TMS#16100-02-02 as shown on attached tax map.

Your permission is required to send staff and equipment on your property to perform the necessary survey work and soil testing. No trees will be cut or other physical damages inflicted to your property or its improvements. However, it may be necessary to clear underbrush in the survey area. The City of Columbia will restore the property to as nearly as practicable to the original condition upon completion of the work.

Please indicate your approval by signing the permission statement below, provide contact information for future communications, and return the letter to me by email to [gale.nash@columbiasc.gov](mailto:gale.nash@columbiasc.gov). Please keep a copy of this letter for your records.

Should you have any questions concerning this matter or should problems arise while the work is being conducted, please do not hesitate to contact me at (803) 545-3231.

Sincerely,  
*Gale Nash*  
Gale Nash  
Real Estate Division Manager

I hereby grant permission for access on the property described above for the purposes stated.

**RICHLAND COUNTY**

\_\_\_\_\_  
Date

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF COLUMBIA**

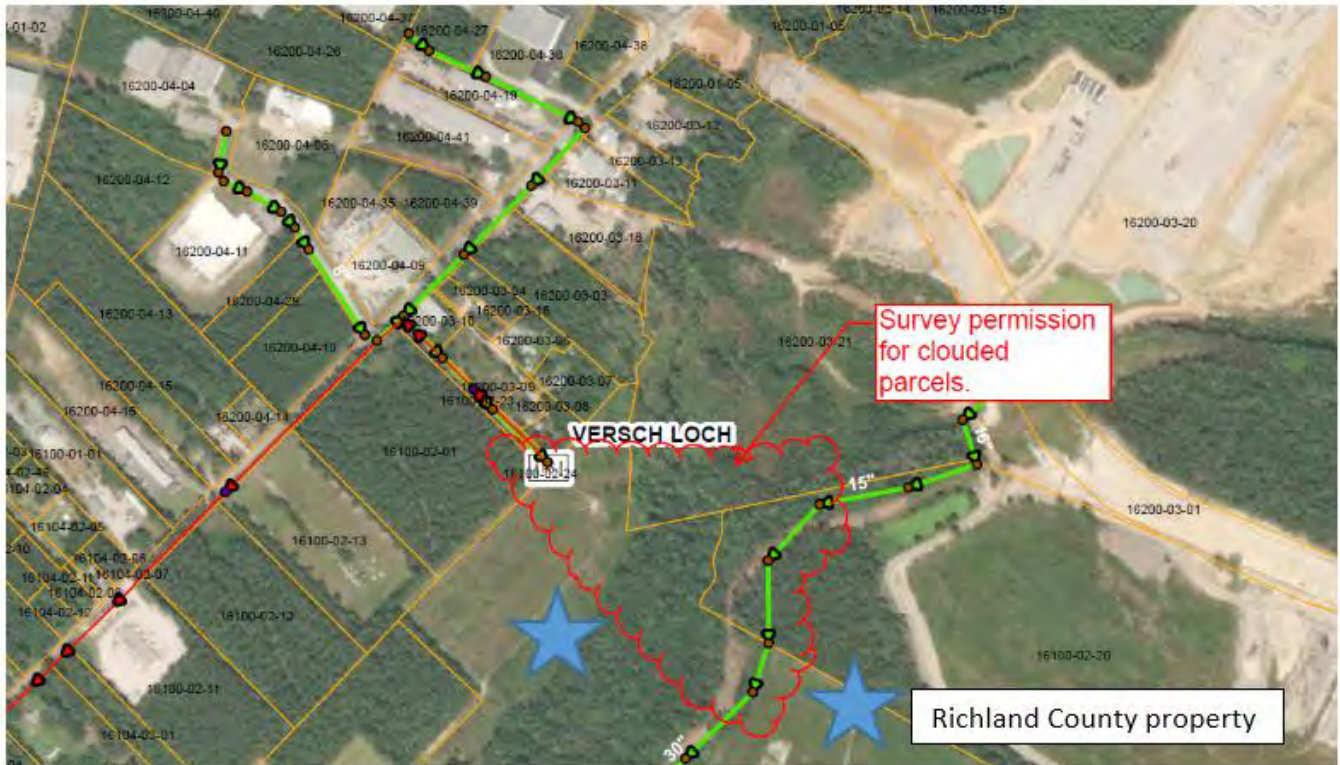
\_\_\_\_\_  
Date

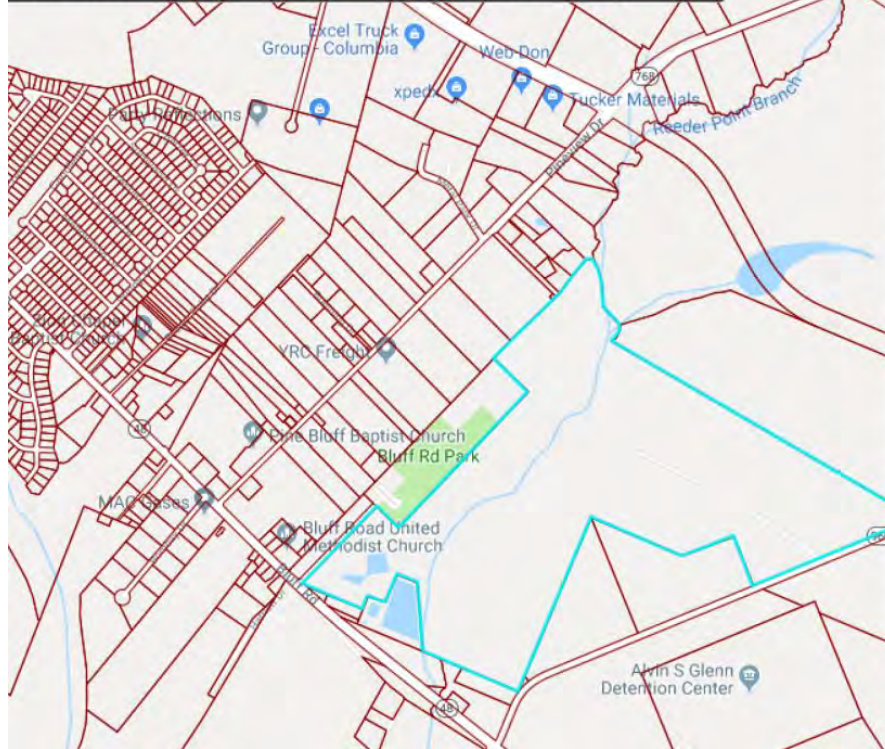
BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Exhibit "A"**





Parcel Information

<http://www.richlandmaps.com/apps/dataviewer/?lat=33.93542&lon=-80.94881>

Parcel Number:	R16100-02-02
Situs Address:	1550 LONGWOOD RD
Primary Zoning:	M-1
Secondary Zoning:	
Tax District:	1LR
NBHD Code:	C2A.00
Taxable Value:	0
Market Value:	2,445,200
Building Value:	27,700
Land Value:	2,412,500
Acreage:	193
Owner Name:	RICHLAND COUNTY SC
Owner Address:	2020 HAMPTON ST
Owner Address:	
Owner City:	COLUMBIA
Owner State:	SC
Owner ZIP:	29201
Bedrooms:	0
Bathrooms:	0.5
Year Built:	1993
Heated Sq Feet:	720 ft <sup>2</sup>
Last Sale Date:	January 23, 2015
Last Sale Price:	\$5
Legal Description:	TRACT 1
Legal Description:	
Legal Description:	#SU LONGBRANCH FARMS
Legal Description:	#PR RB2000-841 X-1645/1625AW/S

## Richland County Council Request for Action

**Subject:**

An Ordinance Amending Richland County Code of Ordinances Chapter 16, Licenses and Miscellaneous Business Regulations, by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments" [FIRST READING]

**Notes:**

March 26, 2019 – The Committee recommended Council approve the ordinance and to direct staff to respond to questions posed by Council members at the Committee meeting.

First Reading: April 2, 2019

Second Reading: April 19, 2019

Third Reading: May 7, 2019 {Tentative}

Public Hearing: May 7, 2019

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-19HR

AN ORDINANCE AMENDING RICHLAND COUNTY CODE OF ORDINANCES CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS, BY ADDING SECTION 16-23, "HEALTH MASSAGE, BODYWORK THERAPISTS, AND MASSAGE ESTABLISHMENTS."

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. Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations, is hereby amended by adding Section 16-23, "Health Massage, Bodywork Therapists, and Massage Establishments," as follows:

Section 26-23. Health Massage, Bodywork Therapists, and Massage Establishments.

**(1) Authority.**

This section is adopted pursuant to S.C.Code of Laws Annotated Section 4-9-25 which confers upon counties the authority to "enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them." Such "powers of a county must be liberally construed in favor of the county and the specific mention of particular powers may not be construed as limiting in any manner the general powers of counties." This section further is adopted pursuant to S.C.Code of Laws Annotated Section 4-9-30 which authorizes counties acting through their governing bodies "(14) to enact ordinances for the implementation and enforcement of the powers granted in this section and provide penalties for violations thereof not to exceed the penalty jurisdiction of magistrates' courts."

**(2) Purpose.**

The purpose of this section is to regulate health massage, bodywork therapists and massage establishments in order to promote the health, safety, and general welfare of the citizens of Richland County. In adopting this ordinance, Richland County hereby establishes reasonable and uniform regulations to prevent or reduce to any extent the deleterious secondary effects of health massage, bodywork therapists and massage establishments within the County. The provisions of this section have neither the purpose nor the intent nor effect of restricting or denying access to health massage, bodywork therapists and massage establishments. Among the deleterious secondary effects of imminent and growing concern associated with the unlawful operation of some establishments subject hereto that obtain business licenses under the guise of legitimate



health massage, body therapy or massage establishments are a) their use as commercial sex operations, 2) prostitution, 3) the potential to spread disease, 4) lewdness, 5) public indecency, 6) illicit sexual activity, 7) sexual assault and exploitation, and 8) human trafficking. The negative secondary effects of businesses associated with commercial sexual exploitation are manifest. See, e.g., *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, All U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B&M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); *U.S. v. Pendergrass*, Petition to Enter a Plea of Guilty and Plea Agreement on the Charge of Tax Evasion (3:06-00147, M.D. Term. 2007); and other cases; and on reports of secondary effects occurring in and around such businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington 2004; Greensboro, North Carolina (2003); and also from the reports of “*Human Trafficking in Illicit Massage Businesses*,” by Polaris (January 2018), which reports that in 2017, “The United Nations estimates that more than 40 million people in the world today are living in some form of modern slavery,” and that “Illicit massage businesses (IMBs) that front for commercial sex operations have been ubiquitous in the American landscape for decades, with an estimate of more than 9,000 operating today.”

### (3) Findings.

Based on this breadth of case law, research and data regarding negative secondary effects of commercial sex and related operations, the Richland County Council finds:

- (a) Illicit massage establishments, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to their use as commercial sex operations, for prostitution, to spread disease, lewdness, public indecency, illicit sexual activity, sexual assault and exploitation, and human trafficking.
- (b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing or abating. Additionally, the County’s interest in regulating illicit massage businesses extends to future secondary effects that could occur in the County related to such establishments as well as future such businesses that may locate in the County. The County finds that the cases and secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

**(4) Exemptions.**

This section shall not apply to physicians, surgeons, chiropractors, osteopaths, physical therapists or podiatrists duly licensed to practice in the State of South Carolina, registered or licensed nurses, athletic directors or trainers who are affiliated with an approved educational institution or professional sports team and whose work is limited to athletic team members, licensed personal trainers, licensed cosmetologists, barbers or beauticians who do not give or hold themselves out to give massage treatments other than those customarily given in such establishments.

**(5) Definitions.**

The following words, terms and phrases, shall have the meanings ascribed to them herein, unless the context of their usage clearly indicates a different meaning:

- (a) *“Bodywork establishment”* means any building, structure, room, place, or any establishment whose business includes advertising or offering a massage or other massage services upon the human body for compensation by any person whether with or without the use of mechanical, therapeutic or bathing devices, and shall include bathhouses. This term shall not include beauty salons or barbershops duly licensed by the State of South Carolina, or licensed hospitals, medical clinics, or licensed physical therapy facilities or establishments wherein registered physical therapists treat only patients recommended and referred by a licensed physician and operate only under such physician's direction. *“Bodywork establishment”* includes any business or establishment wherein bodywork therapy is performed by a bodywork therapist.
- (b) *“Bodywork therapy”* means the application of a system of structured touch of the superficial tissues of the human body with the hand, foot, arm, or elbow whether or not the structured touch is aided by hydrotherapy, thermal therapy, a massage device, human hands, or the application to the human body of an herbal preparation. Bodywork therapy includes the manual manipulation of soft body tissues (muscle, connective tissue, tendons and ligaments) to enhance a person’s health and well-being. Bodywork therapy also includes the application of pressure with the hands, feet, arms, or elbows for therapeutic or relaxation purposes to the superficial or deep tissues (muscles, tendons, ligaments, connective tissue, skin) of the body. Soft tissue health massage and bodywork practices are designed to promote general relaxation, improve flexibility and pliability of the soft tissues or relieve stress and muscle hypertension, and to enhance a general sense of well-being in the person receiving the massage or bodywork. Bodywork therapy also includes any process consisting in kneading, rubbing or otherwise manipulating the skin of the body of an individual, either with the hand, or by means of electrical instruments, devices, or apparatus, but shall not include massage by duly licensed physicians and chiropractors, registered physical therapists who treat only patients recommended by a licensed physician and who operate only under such physicians' direction, or massage of the face practiced by duly licensed personnel of beauty salons or barbershops. The term "therapy" does not include the diagnosis or treatment of illness or disease, medical procedures, or treatment for which a license to practice medicine, chiropractic, physical therapy, acupuncture or podiatry is required by law.

- (c) *“Bodywork therapist”* means a person who performs or administers massage or bodywork therapy, whether licensed as required by the South Carolina Department of Labor, Licensing and Regulation, or not. Bodywork therapist includes a person who practices massage therapy or administers massages or other massage services to a person. The term includes a licensed or an unlicensed massage therapist, therapeutic massage practitioner, massage technician, masseur, masseuse, body massager, body rubber, health massager, or any derivation of those titles or similar designations.
- (d) *“Health massage establishment”* or any derivative or similar designation has the same meaning as *“Bodywork establishment.”*
- (e) *“Health massage therapist”* or any derivative or similar designation has the same meaning as *“Bodywork therapist.”*
- (f) *“Health massage therapy”* or any derivative or similar designation has the same meaning as *“Bodywork therapy.”*
- (g) *“Hydrotherapy”* means the use of water, vapor, or ice for treatment of superficial tissues.
- (h) *“Illicit Massage Establishment”* means any business, establishment, undertaking or enterprise that operates in violation of the provisions of this section.
- (i) *“Massage device”* means a mechanical device that mimics or enhances bodywork therapy by means of vibration or other artificial action.
- (j) *“Massage establishment”* or any derivative or similar designation has the same meaning as *“Bodywork establishment.”*
- (k) *“Massage therapy”* or any derivative or similar designation has the same meaning as *“Bodywork therapy.”*
- (l) *“Massage therapist”* or any derivative or similar designation has the same meaning as *“Bodywork therapist.”*
- (m) *“Thermal therapy”* means the use of ice or a heat lamp or moist heat on superficial tissues.

**(6) Use of only licensed therapists; posting of license.**

No person or business or establishment shall permit anyone to perform bodywork, health massage or massage work upon the premises operated by that person or business or establishment unless the individual performing the bodywork, health massage or massage work has been issued a license as required by this article. Every bodywork therapist, health massage therapist and massage therapist shall post the license required by this article in the therapist's work area at all time. A bodywork, health massage or massage establishment or a place of business that advertises bodywork, health massage or massage therapy or offers such work, therapy or other massage services must be licensed by the South Carolina Department of Labor, Licensing and Regulation in

accordance with Title 40, Professions and Occupations, Chapter 30, the “Massage/Bodywork Practice Act,” and must display the establishment's license along with any Richland County business license needed for the establishment to operate in a prominent location available for inspection by the public and by law enforcement and code enforcement officers and inspectors.

**(7) Maintenance of premises and equipment.**

It shall be the duty of every person conducting or operating a bodywork, health massage or massage establishment to keep the establishment in a clean and sanitary condition at all times. All instruments and mechanical, therapeutic and bathing devices or parts thereof that come into contact with the human body shall be sterilized on a regular basis and shall be rendered free from harmful organisms in a manner consistent with state laws and local ordinances and regulations. Towels and linens furnished for use of one patron shall not be furnished for use of another until thoroughly laundered.

**(8) Operation in connection with living or sleeping quarters prohibited.**

A bodywork, health massage and massage establishment shall not contain rooms used wholly or in part for residential or sleeping purposes unless such establishment is located within and properly zoned as a residence, in which case the establishment shall maintain separation from rooms used wholly or in part for residential or sleeping purposes by a solid wall or by a wall with a solid door which shall be inaccessible other than for emergency purposes during business hours; provided, however, this provision shall not apply to a hotel which houses an on-premises spa, massage, or bodywork establishment.

**(9) Hours of operation.**

No bodywork, health massage or massage establishment shall be kept open for any purpose between the hours of 10:00 p.m. and 5:00 a.m. on any day.

**(10) Management to keep list of employees.**

The owner, manager, operator or person in charge of a bodywork, health massage or massage establishment shall maintain on the premises a list of the names and addresses of all employees therein, whether such employees are on duty or off duty, and such list shall be made available for inspection upon the request of any law enforcement or code enforcement officer. Failure to comply with this provision shall be an offense.

**(11) Employment of persons found guilty of criminal sexual offenses.**

It shall be unlawful for any person operating a bodywork, health massage or massage establishment to knowingly employ, in any capacity, any person **who has a prior conviction for an offense involving sexual misconduct with a child, including sexual abuse, sexual assault, sexual conduct, sexual molestation or sexual exploitation.** ~~required, by law or court order, to register on a national or state sex offender list.~~

**(12) Hygiene.**

All massage therapists and operators at a massage establishment shall wash their hands thoroughly before administering massage manipulations to any patron, and shall at all times observe proper cleanliness and hygiene practices.

**(13) Access; right of entry.**

Any officer appointed or employed by any law enforcement agency of this State, or any Richland County code enforcement officer commissioned pursuant to S.C.Code of Laws Annotated Section 4-9-145, may enter the premises of a bodywork, health massage or massage establishment for purposes of inspection or investigation to ensure compliance with this article; provided, however, no officer may enter any room where bodywork therapy is in progress without the express consent of the person receiving the service, or a warrant. If entry and access to the premises of the bodywork, health massage or massage establishment is denied, entry may be made under the authority of a warrant or other lawful process.

**(14) Penalties.** Failure to comply with any of the requirements of this section shall constitute a violation punishable by a fine not exceeding five hundred dollars (\$500.00) and imprisonment not exceeding thirty (30) days. Each day any violation of this section continues shall constitute a separate offense. Nothing in this section prevents the County or any interested party from seeking an injunction, issuing a stop work order or otherwise attempting to enforce the provisions of this section or to obtain relief or any remedy provided for by law.

**(15) Cumulative effect.**

The provisions of this section are cumulative to and not in lieu of laws and other ordinances, such as sexually oriented business and nuisance laws and ordinances, applicable to the businesses described in this section.

**(16) Educational institutions.**

Nothing in this section may be construed so as to prevent the teaching of bodywork, health massage or massage in the County at a duly licensed or authorized bodywork, health massage or massage school.

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 \_\_\_\_\_, 2019.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Kimberly Williams-Roberts  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

## Richland County Council Request for Action

### **Subject:**

An Ordinance Authorizing, pursuant to Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Delaware concerning a new project; authorizing and providing with respect to an existing project for the conversion of an arrangement for fee-in-lieu of tax payments between Richland County and Kemira Chemicals, Inc. Under Title 4, Chapter 12, South Carolina Code of Laws, 1976, as amended, to an arrangement under Title 12, Chapter 44, South Carolina Code of Laws, 1976, as amended; and matters relating thereto

### **Notes:**

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

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

**AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND KEMIRA CHEMICALS, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE CONCERNING A NEW PROJECT; AUTHORIZING AND PROVIDING WITH RESPECT TO AN EXISTING PROJECT FOR THE CONVERSION OF AN ARRANGEMENT FOR FEE-IN-LIEU OF TAX PAYMENTS BETWEEN RICHLAND COUNTY AND KEMIRA CHEMICALS, INC. UNDER TITLE 4, CHAPTER 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, TO AN ARRANGEMENT UNDER TITLE 12, CHAPTER 44, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED; AND MATTERS RELATING THERETO.**

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

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

WHEREAS, Kemira Chemicals, Inc. (successor in interest to FinnChem USA Inc., which was formerly known as Huron Tech Corp.), a corporation organized and existing under the laws of the State of Georgia (“*Sponsor*”), has made significant prior investments in the County, and in connection therewith, pursuant to Title 4, Chapter 12 (“*Old FILOT Act*”) of the Code, the Sponsor entered into November 17, 1998 Inducement and Millage Rate Agreement with the County and a December 15, 1998 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1998 FILOT Agreement*”) concerning certain property (collectively, the two Agreements referenced in this paragraph are referred to herein as the “*Prior Agreements*” and the property subject to the 1998 FILOT Agreement is referred to herein as the “*Original Project*”);

WHEREAS, to date, the Sponsor has met its obligations under the Old FILOT Act and the Prior Agreements, invested a total of approximately \$48 million in the County and currently employ approximately 52 people in the County;



WHEREAS, the Sponsor desires to expand its investment at the manufacturing facility in the County (the “**Expansion Project**”), which Expansion Project will consist of Sponsor’s investment of up to \$20 million over a five-year period;

WHEREAS, (i) the 1998 FILOT Agreement provides for a 20-year term (“**Exemption Period**”) during which property placed in service under that Agreement will receive the fee-in-lieu of tax benefits provided thereunder; and (ii) by a Resolution adopted on December 4, 2018 (“**Resolution**”), County Council granted a 10-year extension of the Exemption Period under that Agreement, for a total Exemption Period under such Agreement of 30 years;

WHEREAS, by its Resolution, County Council also agreed to enter into a new Fee-in-Lieu of Ad Valorem Taxes Agreement (“**New FILOT Agreement**”) with the Sponsor with respect to the Sponsor’s future investments in the County, the form of which proposed New FILOT Agreement is attached hereto as Exhibit A;

WHEREAS, the Sponsor desires to utilize the provisions of the FILOT Act to continue to receive fee-in-lieu of tax benefits with respect to the Original Project without the County having title to any portion thereof;

WHEREAS, the FILOT Act provides, at Section 12-44-170 (the “**Conversion Provision**”) that an entity with property subject to a fee-in-lieu of tax arrangement under the Old FILOT Act, in connection with which title is held by the County, may elect with the consent of the County to convert from such Old FILOT Act arrangement to an arrangement under the FILOT Act in which title is held by such entity, and such property will automatically be considered “economic development property” for purposes of the FILOT Act; and

WHEREAS, the County desires, pursuant to the Conversion Provision and in connection with the Prior Agreements, to enter into a “conversion” FILOT Agreement with the Sponsor (the “**Conversion FILOT Agreement**”) with respect to the Original Project and, in connection therewith, to convey to the Sponsor the County’s right, title, and interest in and to the Original Project; and

WHEREAS, the proposed form of the Conversion FILOT Agreement, which is attached hereto as Exhibit B, relating to the Original Project has been prepared and presented to the County in order (i) to satisfy the requirements of the Conversion Provision and to make certain amendments to update the terms of the 1998 FILOT Agreement as necessary or appropriate, and (ii) to reflect the extension of the term of that Agreement, as converted, by 10 years, as approved by the Resolution;

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

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

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

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

(c) The purposes to be accomplished by the Expansion Project are proper governmental and public purposes and the benefits of the Expansion Project to the public are greater than the costs.

(d) The execution of the New FILOT Agreement and the Conversion FILOT Agreement (collectively, the "***FILOT Agreements***") will provide a substantial public benefit by supporting and encouraging the Sponsor to maintain its investments and related employment in the County and to make additional investments.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver FILOT Agreements and Related Documents.***

(a) The incentives as described in this Ordinance ("***Ordinance***") and as more particularly set forth in the FILOT Agreements are hereby approved. The form, terms and provisions of the FILOT Agreements that are before this meeting are approved and all of the FILOT Agreements' terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council ("***Chair***") is authorized and directed to execute the FILOT Agreements in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the FILOT Agreements and to deliver the FILOT Agreements to the Sponsor.

(b) With respect to the Original Project, the County, pursuant to the FILOT Act, hereby expressly recognizes, consents to, approves and ratifies for any and all purposes (i) the conversion of the Sponsor's arrangement under the Old FILOT Act to an arrangement under the FILOT Act; and (ii) the transfer of title to the Original Project back to the Sponsor and to the cancellation of the 1998 FILOT Agreement and the related November 17, 1998 Inducement and Millage Rate Agreement (to the extent said Agreements are not cancelled by operation of law) without further payment to the County thereunder.

**Section 3. *Ratification of Location in Park; Expansion.*** The County ratifies the inclusion of the Original Project in the Park, and the County authorizes and approves the expansion of the Park boundaries as may be necessary to include the Expansion Project. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park ("Park Agreement"), the expansion of the Park's boundaries and the related amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Expansion Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the FILOT Agreements.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: April 16, 2019  
Second Reading: May 7, 2019  
Public Hearing: \_\_\_\_\_, 2019  
Third Reading: \_\_\_\_\_, 2019

**EXHIBIT A**  
**FORM OF NEW FILOT AGREEMENT**

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Kemira Chemicals, Inc.</b>	§1.1
<b>Project Location</b>	<b>200 Wateree Station Road, Richland County</b>	Exhibit A
<b>Tax Map No.</b>	<b>See Exhibit A</b>	Exhibit A
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$5 million	§1.1 and §5.1
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	§1.1
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	§4.1
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	482.5	§4.1
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	§4.1
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	See Section 5.1	§5.1
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park (Fairfield County is the partner county)	§1.1
<b>Other Information</b>		

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2019, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Georgia (successor in interest to FinnChem USA Inc., which was formerly known as Huron Tech Corp.) (“*Kemira*” and also referred to as *Sponsor* as defined herein).

### RECITALS:

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

(b) The Sponsor has made significant prior investments in the County, and in connection therewith, the Sponsor (then Huron Tech Corp.) entered into a December 5, 1998 Fee-in-Lieu of Taxes Lease Agreement with the County;

(c) To date, the Sponsor has invested a total of approximately \$48 million in the County and currently employs approximately 52 people in the County;

(d) The Sponsor has committed to expand the investment at its facility (“*Facility*”) in the County, which investment will consist of taxable investment anticipated to be approximately \$20 million over the period January 1, 2019 to December 31, 2024;

(e) The Sponsor wishes to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement (“*FILOT Agreement*”) with the County with respect to future investments in the County;

(f) By a Resolution adopted on December 4, 2018, County Council agreed to enter into a FILOT Agreement with the Sponsor with respect to the Sponsor’s future investments in the County;

(g) By an ordinance enacted on \_\_\_\_\_, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT to induce the Sponsor to expand its Facility in the County.

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

### ARTICLE I DEFINITIONS

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

“*Act*” has the meaning set forth in the Recitals hereto.



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

**“Administration Expenses”** means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

**“Code”** has the meaning set forth in the Recitals hereto.

**“Commencement Date”** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2019.

**“Contract Minimum Investment Requirement”** means a taxable investment in real and personal property at the Project of not less than \$5 million.

**“County”** has the meaning set forth in the Preamble hereto.

**“County Council”** has the meaning set forth in the Preamble hereto.

**“Department”** means the South Carolina Department of Revenue.

**“Diminution in Value”** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

**“Economic Development Property”** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

**“Equipment”** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 6.1 of this Fee Agreement.

**“Facility”** has the meaning set forth in the Recitals hereto.

**“Fee Agreement”** has the meaning set forth in the Preamble hereto.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT”** has the meaning set forth in the Recitals hereto.

“**FILOT Agreement**” has the meaning set forth in the Recitals hereto.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2053, the Final Termination Date is expected to be January 15, 2055, which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period is expected to end on December 31, 2024.

“**Kemira**” has the meaning set forth in the Preamble hereto.

“**Multicounty Park**” means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Kemira and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of Kemira under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 8.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” has the meaning set forth in the Preamble hereto.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on December 4, 2018 by adopting an Inducement Resolution, as defined in the Act, on that date.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located the Project in the Multicounty Park.

**Section 2.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2019. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 Leased Property.** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 3.3. Filings and Reports.**

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and of Fairfield County, the County's partner in the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. FILOT Payments.**

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 482.5, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2018.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the

Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
CLAW BACK**

**Section 5.1. Claw Back.** If the Company does not meet the Contract Minimum Investment between January 1, 2019 and December 31, 2024, then the Project shall revert retroactively to ad valorem taxation and this Fee Agreement shall terminate, and the Company shall, by December 31, 2024, make payment to the County of the difference between the FILOT Payments actually made and the total retroactive amount referred to in this Section.

**ARTICLE VI  
DEFAULT**

**Section 6.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means (i) a publicly announced closure of the Facility, (ii) a layoff of a majority of the employees working at the Facility, or (iii) a 50% or more reduction in production at the Facility that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

### **Section 6.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 6.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any



obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 6.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## **ARTICLE VII PARTICULAR RIGHTS AND COVENANTS**

**Section 7.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 7.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement. The Sponsor may request any County officials or other representatives to execute its standard confidentiality requirement in case of such a visit by such persons to the Project.

### **Section 7.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage

and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 7.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 7.5. Limitation of Liability.** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 7.6. Assignment.** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 7.7. No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 7.8. Administration Expenses.** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$7,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement, (B) a new fee agreement of even date herewith between the Sponsor and the County converting the Sponsor's lease

purchase style agreement with the County to an agreement as authorized under the Act, and (C) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Project, and (ii) any related matters. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## **ARTICLE VIII SPONSOR AFFILIATES**

**Section 8.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 8.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **ARTICLE XI MISCELLANEOUS**

**Section 9.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Kemira Chemicals, Inc.  
1000 Parkwood Circle, Suite 500  
Atlanta, GA 30339  
Attn: Jason Burlson

**WITH A COPY TO (does not constitute notice):**

General Counsel, Americas  
1000 Parkwood Circle, Suite 500  
Atlanta, Georgia 30339

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 9.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 9.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 9.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 9.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 9.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 9.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 9.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 9.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 9.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 9.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 9.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 9.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 9.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**KEMIRA CHEMICALS, INC.**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]*



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

200 Wateree Station Road  
Eastover, SC 29044  
Tax Map No. 40900-01-07

191 Wateree Station Road  
Eastover, SC 29044  
Tax Map No. 40900-01-08

**EXHIBIT B (see Section 8.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Kemira Chemicals, Inc.

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 9.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY DECEMBER 12, 2017 RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT B**  
**FORM OF CONVERSION PILOT AGREEMENT**

~#4831-2258-4709 v.4~

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**FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT  
EFFECTING A CONVERSION OF THAT CERTAIN  
FEE-IN-LIEU OF TAXES LEASE AGREEMENT  
DATED AS OF DECEMBER 15, 1998**

**BETWEEN**

**KEMIRA CHEMICALS, INC.**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF**

\_\_\_\_\_, 2019

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**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Kemira Chemicals, Inc.</b>	§1.1
<b>Project Location</b>	<b>200 Wateree Station Road, Richland County</b>	Exhibit A
<b>Tax Map No.</b>	<b>See Exhibit A</b>	Exhibit A
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Investment Period	5 years	§1.1
• Assessment Ratio	10.5%	§4.1
• Millage Rate	261.1	§4.1
• Fixed or Five-Year Adjustable Millage	Fixed	§4.1
• Claw Back Information	See Section 5.1	§5.1
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park (Fairfield County is the partner county)	§1.1
<b>Other Information</b>		

## FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2019, between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and Kemira Chemicals, Inc., a corporation organized and existing under the laws of the State of Georgia (successor in interest to FinnChem USA Inc., which was formerly known as Huron Tech Corp) (“*Kemira*” and also referred to as *Sponsor* as defined herein).

### WITNESSETH:

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

(b) The Sponsor has made significant prior investments in the County, and in connection therewith, pursuant to Title 4, Chapter 12 of the Code (“*Old Act*”), the Sponsor (then Huron Tech Corp.) entered into a November 17, 1998 Inducement and Millage Rate Agreement with the County (“*1998 Inducement Agreement*”) and a December 15, 1998 Fee-in-Lieu of Taxes Lease Agreement with the County (“*1998 FILOT Agreement*”);

(c) To date, the Sponsor has invested a total of approximately \$48 million in the County and currently employs approximately 52 people in the County;

(d) Pursuant to the 1998 FILOT Agreement, the Sponsor transferred title to the property subject to that Agreement (“*Original Project*”) to the County and leased the Original Project back from the County;

(e) The Sponsor desires to utilize the provisions of the Act to continue to receive FILOT benefits with respect to the Original Project without the County having title to any portion thereof;

(f) Section 12-44-170 (“*Conversion Provision*”) of the Act provides that an entity with property subject to a FILOT arrangement under the Old Act may elect, with the consent of the applicable county, to convert its FILOT arrangement from an arrangement under the Old Act to an arrangement under the Act, and, in connection with such conversion, to obtain from the applicable county title to the property that is subject to such FILOT arrangement;

(g) The Sponsor has satisfied the commitments and other requirements under the Old Act and the 1998 Inducement Agreement and 1998 FILOT Agreement;

(h) The County desires to convey and, pursuant to the Conversion Provision, the County will convey to the Sponsor its right, title and interest in and to the Original Project;

(i) In order (i) to satisfy the requirements of the Conversion Provision, (ii) to reflect the extension of the term of the 1998 FILOT Agreement by 10 years pursuant to a Resolution adopted by County Council on December 4, 2018, and (iii) to make certain amendments to update the terms of the 1998 FILOT Agreement as necessary or appropriate, this Fee Agreement has been prepared and presented to the County;

(j) The County has determined that this Fee Agreement meets the applicable requirements of the Act;

(k) The County has determined that it is in the best interest of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions hereof; and

(l) By an ordinance enacted on \_\_\_\_\_, 2019, County Council authorized the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions hereof.

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

## **ARTICLE I DEFINITIONS**

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

**“1998 FILOT Agreement”** has the meaning set forth in the Recitals hereto.

**“1998 Inducement Agreement”** has the meaning set forth in the Recitals hereto.

**“Act”** has the meaning set forth in the Recitals hereto.

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

**“Administration Expenses”** means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

**“Code”** has the meaning set forth in the Recitals hereto.

**“Commencement Date”** means December 31, 1998, which was the last day of the property tax year during which Economic Development Property was placed in service.

**“Conversion Provision”** has the meaning set forth in the Recitals hereto.

**“County”** has the meaning set forth in the Preamble hereto.

**“County Council”** has the meaning set forth in the Preamble hereto.

**“Department”** means the South Carolina Department of Revenue.

**“Diminution in Value”** means a reduction in the fair market value of Economic Development Property, as determined in Section 5.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 5.3 of this Fee Agreement; (ii) a

casualty as described in Section 5.4 of this Fee Agreement; or (iii) a condemnation as described in Section 5.5 of this Fee Agreement.

**“Economic Development Property”** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

**“Equipment”** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 6.1 of this Fee Agreement.

**“Facility”** has the meaning set forth in the Recitals hereto.

**“Fee Agreement”** has the meaning set forth in the Preamble hereto.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT”** has the meaning set forth in the Recitals hereto.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2032, the Final Termination Date is expected to be January 15, 2034, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date. For purposes of this Fee Agreement, the Investment Period ended on December 31, 2003.

**“Kemira”** has the meaning set forth in the Preamble hereto.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as amended or restated from time to time.

**“Old Act”** has the meaning set forth in the Recitals hereto

**“Original Project”** has the meaning set forth in the Recitals hereto.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Prior Documents**” means the 1998 FILOT Agreement and the 1998 Inducement Agreement.

“**Project**” means the Equipment, Improvements and Real Property which are eligible for inclusion as economic development property under the Act and have become or may become subject to this Fee Agreement. For purposes of this Fee Agreement, the parties agree that Project property shall consist of such property so identified by the Sponsor in connection with its annual filing with the Department of a Department Form PT-300, or such comparable form, and with such schedules as the Department 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. As of the effective date of this Fee Agreement, the Project shall include the same property as the Original Project.

“**Real Property**” means real property that the Sponsor uses or will use in the County for the purposes that Section 3.2(b) describes, and consists of the land identified on Exhibit A of this Fee Agreement.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 5.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 5.4(c) or Section 5.5(b)(iii) of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**Sponsor**” means Kemira and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 8.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” has the meaning set forth in the Preamble hereto.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the

benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II CONVERSION OF FILOT ARRANGEMENT; REPLACEMENT OF LEASE**

**Section 2.1. *Election to Convert.*** Pursuant to the Conversion Provision, the Sponsor hereby elects to proceed under the Act and to convert the Lease to a non-lease fee agreement under the Act. The County hereby consents to the Sponsor's election to convert as required by the Act.

**Section 2.2. *Replacement of Lease and Related Documents.*** The Sponsor and the County hereby agree and acknowledge that, from and after the execution and delivery of this Fee Agreement: (i) this Fee Agreement shall replace the Prior Documents in their entirety and (ii) the Act shall govern all fee-in-lieu of tax arrangements pertaining to the Original Project. In furtherance of such replacement, the parties agree that, upon the re-conveyance of the assets described in Section 2.3, the Prior Documents are terminated. The parties also agree that the term, the assessment ratio, the millage rate, and the payments to be made by the Sponsor under this Fee Agreement shall remain the same as under the Prior Documents, except that, as provided in Section 1.1 hereof, the Fee Term hereunder shall be based on a 30 year Phase Termination Date.

**Section 2.3. *Conveyance on Conversion.*** Simultaneously with the execution and delivery of this Fee Agreement, the County has by one or more quitclaim deeds and bills of sale conveyed to the Sponsor or its designee all assets comprising the Original Project that are currently titled in the County pursuant to the terms of the 1998 FILOT Agreement. The County covenants and agrees to take such further steps and to execute and deliver such further instruments, agreements or other documents as shall be reasonably requested by the Sponsor or its designee to evidence or confirm such conveyance.

## **ARTICLE III REPRESENTATIONS AND WARRANTIES**

**Section 3.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(d) The County has located the Project, inclusive of the Original Project, in the Multicounty Park.

**Section 3.2. Representations and Warranties of the Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Sponsor to locate the Project in the County.

(e) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

## **ARTICLE IV THE PROJECT**

**Section 4.1. The Project.** The Sponsor has constructed and/or acquired the Project.

**Section 4.2 Leased Property.** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

**Section 4.3. Filings and Reports.**

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing on January 31, 2020, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.



(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and of Fairfield County, the County's partner in the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

## **ARTICLE V FILOT PAYMENTS**

### **Section 5.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of ten and one-half percent (10.5%), multiplied by
- (iii) A fixed millage rate equal to 261.1, which is the applicable millage rate under the 1998 FILOT Agreement.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 5.7.

**Section 5.2. *FILOT Payments on Replacement Property.*** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 5.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 5.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 5.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 5.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 5.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 5.1(a)(i) of this Fee Agreement.

**Section 5.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 5.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

## ARTICLE VI DEFAULT

**Section 6.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means (i) a publicly announced closure of the Facility, (ii) a layoff of a majority of the employees working at the Facility, or (iii) a 50% or more reduction in production at the Facility that continues for a period of twelve (12) months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the material terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the material terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the

default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 6.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 6.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 6.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 7.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (no less than 48 hours in advance), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 7.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“**Confidential Information**”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “**Confidential Information.**” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is

required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement. The Sponsor may request any County officials or other representatives to execute its standard confidentiality requirement in case of such a visit by such persons to the Project.

**Section 7.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 7.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based

on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 7.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 7.6. *Assignment.*** The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 7.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 7.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not exceeding \$7,000 for work and other matters related to (i) the drafting, review, negotiation and approval of (A) this Fee Agreement, (B) a new fee agreement of even date herewith between the Sponsor and the County, and (C) any ordinances, deeds, bills of sale, or other documents related to any of such agreements or to the Original Project or the Project, and (ii) any related matters. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## ARTICLE VIII SPONSOR AFFILIATES

**Section 8.1. *Sponsor Affiliates.*** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 8.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, “primary responsibility” means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE IX  
MISCELLANEOUS**

**Section 9.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Kemira Chemicals, Inc.  
1000 Parkwood Circle, Suite 500  
Atlanta, GA 30339  
Attn: Jason Burleson

**WITH A COPY TO (does not constitute notice):**

General Counsel, Americas  
1000 Parkwood Circle, Suite 500  
Atlanta, Georgia 30339

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 9.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim

under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 9.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 9.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 9.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 9.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 9.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 9.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 9.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.



**Section 9.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 9.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 9.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 9.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 9.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**KEMIRA CHEMICALS, INC.**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

200 Wateree Station Road  
Eastover, SC 29044

Tax Map No. 40900-01-07

**EXHIBIT B (see Section 8.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and Kemira Chemicals, Inc.

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 9.1 of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY DECEMBER 12, 2017 RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council



# Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes and incentive agreement by and between Richland County, South Carolina and [Project ES] to provide for payment of a fee-in-lieu of taxes; authorizing certain special source credits; and other related matters

**Notes:**

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

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

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT ES TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN SPECIAL SOURCE CREDITS; AND OTHER RELATED MATTERS.**

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

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

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

WHEREAS, a company identified for the time being as Project ES, (“Sponsor”), desires to establish and/or expand certain facilities to be located in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$77,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; (2) locating the Project in the Park; and (3) providing Special Source Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

**Section 3. *Inclusion within the Park.*** The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and delivery of written notice to Fairfield County of the inclusion of the Project in the Park.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 7. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: April 16, 2019  
Second Reading: May 7, 2019  
Public Hearing:  
Third Reading:

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

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**PROJECT ES**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF [\_\_\_\_\_], 2019**

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**SUMMARY OF CONTENTS OF  
FEE-IN-LIEU OF AD VALOREM TAXES AND  
INCENTIVE AGREEMENT (“FEE AGREEMENT”)**

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

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Project ES</b>	Section 1.1, Page 3
<b>Project Location</b>		
<b>Tax Map No.</b>		Exhibit A
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	Section 1.1, Page 3
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$77,000,000	Section 1.1, Page 2
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	Section 1.1, Page 3
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	Section 4.1, Page 6
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	469.0 mills [(lowest allowable)]	Section 4.1, Page 6
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	Section 4.1, Page 6
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	<b>Terminate and claw back if investment does not reach the Standard FILOT Act Minimum Investment Requirement; differential payment due if investment does not reach NPV FILOT Act Minimum Investment Requirement</b>	Section 6.1, Page 8
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	Section 1.1, Page 3
<b>Special Source Credit</b>	77% against each annual FILOT Payment	Section 5.2, Page
<ul style="list-style-type: none"> <li>• Brief Description</li> </ul>	See above	
<ul style="list-style-type: none"> <li>• Credit Term</li> </ul>	See above	
<ul style="list-style-type: none"> <li>• Clawback Information</li> </ul>		
<b>Other Information</b>	<b>[FILOT Payment calculation to be made using net present value FILOT terms pursuant to Section 12-44-50(A)(2) of the FILOT Act based net present value calculations]</b>	Section ____, Page ____

**FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of \_\_\_\_\_, 2019 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and a company identified for the time being as Project ES, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“*Sponsor*”).

WITNESSETH:

(a) The County is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“*FILOT Act*”) and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “*MCIP Act*”) to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“*South Carolina*” or “*State*”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the *FILOT Act*, that provides for the payment of a fee-in-lieu of ad valorem tax (“*FILOT Payments*”) with respect to economic development property, as defined below;

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

(b) The Sponsor has committed to locate or expand certain facilities to be operated primarily for [\_\_\_\_\_] (“*Project*”) in the County, consisting of taxable investment in real and personal property of not less than \$77,000,000;

(c) By an ordinance enacted on \_\_\_\_\_, 2019 County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a *FILOT* and certain Special Source Credits as an inducement for the Sponsor to locate or expand the Project in the County.

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

**ARTICLE I  
DEFINITIONS**

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

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the *FILOT Payments*, Special Source Credits, or other terms and provisions set forth in this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“**Affiliate**” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Sponsor or any Sponsor Affiliate, as the case may be, or which is now or hereafter owned in whole or in part by the Sponsor or any Sponsor Affiliate, as the case may be, or by any partner, shareholder or owner of the Sponsor or any Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Sponsor or any Sponsor Affiliate, as the case may be, as described in Section 267(b) of the Internal Revenue Code.

“**Code**” means the Code of Laws of South Carolina 1976, as amended.

“**Commencement Date**” means the last day of the property tax year during which the initial Economic Development Property comprising the Project is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the parties agree that, to the maximum extent permitted by the FILOT Act, the Commencement Date shall be no later than [December 31], 2022, though the Sponsor presently anticipates that the Commencement Date will be [December 31, 20\_\_].

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property in the Project of not less than \$77,000,000 within the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date.

“**County**” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“**County Council**” means the Richland County Council, the governing body of the County.

“**Department**” means the South Carolina Department of Revenue, or any successor entity thereto.

“**Diminution in Value**” means a reduction in the fair market value of Economic Development Property, as determined in **Section 4.1(a)(i)** of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to **Section 4.3** of this Fee Agreement; (ii) a casualty as described in **Section 4.4** of this Fee Agreement; or (iii) a condemnation as described in **Section 4.5** of this Fee Agreement.

“**Economic Development Property**” means those items of real and tangible personal property comprising the Project placed in service within the Investment Period that (i) satisfy the conditions of classification as economic development property under the FILOT Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“**Equipment**” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions now or hereafter acquired for use on or about the Land.

“**Event of Default**” means any event of default specified in **Section 7.1** of this Fee Agreement.

“**Fee Agreement**” means this Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement, as originally executed and as may be supplemented or amended as permitted herein.

“**FILOT Act**” means Title 12, Chapter 44 of the Code, as amended.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in **Section 4.1** of this Fee Agreement.

“**Final Phase**” means the Economic Development Property placed in service during the last year of the Investment Period.

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is **[December 31]**, 20[\_\_\_], the Final Termination Date is expected to be January 15, 20[\_\_\_], which is the due date of the last FILOT Payment with respect to the Final Phase.

“**Improvements**” means all improvements now or hereafter constructed on the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the FILOT Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on **[December 31]**, 20[\_\_\_].

“**Land**” means the land that the Sponsor uses or will use in the County for the purposes that **Section 2.2(b)** describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“**MCIP Act**” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“**Multicounty Park**” means the I-77 Corridor Regional Industrial Park governed by the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of September 1, 2018, between the County and Fairfield County, South Carolina, as may be amended.

“**NPV FILOT Minimum Investment Requirement**” means an investment of at least \$45,000,000 in the Project within the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as set forth in Section 12-44-50(A)(3).

“**Net FILOT Payment**” means the FILOT Payment net of the Special Source Credit.

“**Person**” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“**Phase**” means the Economic Development Property placed in service during a particular year of the Investment Period.

“**Phase Exemption Period**” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and the Land in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County, only to the extent placed in service during the Investment Period.

“**Removed Components**” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to **Section 4.3** of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to **Section 4.4(c)** or **Section 4.5(b)(iii)** of this Fee Agreement.

“**Replacement Property**” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“**South Carolina Freedom of Information Act**” shall mean Title 30, Chapter 4 of the Code.

“**Special Source Credits**” means the special source revenue credits provided to the Sponsor pursuant to Section 4-1-175 of the MCIP Act and **Section 5.1** of this Fee Agreement, with respect to the Infrastructure. Special Source Credits are to be used for the payment of, or reimbursement for, Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**Sponsor**” means a company identified for the time being as Project ES, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to **Section 9.1** of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**Standard FILOT Act Minimum Investment Requirement**” means an investment of at least \$2,500,000 in the Project within the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as set forth in Section 12-44-30(14) of the FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the FILOT Act.

“**State**” means the State of South Carolina.

“**Term**” means the term of this Fee Agreement, as set forth in **Section 10.10(a)** of this Fee Agreement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent

such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The FILOT Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on March 5, 2019 by adopting an Inducement Resolution, as defined in the FILOT Act on March 5, 2019.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located, or will take all reasonable action to locate, the Project in the Multicounty Park on terms, and for a duration, sufficient to facilitate the County's provisions of the Special Source Credits set forth in this Fee Agreement.

**Section 2.2. *Representations and Warranties of the Sponsor.*** The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as facilities primarily for [\_\_\_\_\_]  
and for such other purposes that the FILOT Act permits as the Sponsor may deem appropriate.

(c) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement within the Investment Period.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT, Special Source Credits, and other incentives provided by this Fee Agreement has been an inducement for the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT, Special Source Credits, and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The parties hereto agree, to the maximum extent permitted by the FILOT Act, that the first Phase of the Project will be placed in service during the [calendar year] ending [December 31], [20\_\_]. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met in the Investment Period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

#### **Section 3.3. *Filings and Reports.***

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, [20\_\_] [CALENDAR YEAR FOLLOWING COMMENCEMENT DATE], the Sponsor shall deliver to the Economic Development Director of the County, pursuant to the instructions set forth in **Section 10.1** of this Fee Agreement, with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or a Phase thereof was placed in service; and (iii) include copies of all filings made in accordance with this **Section**.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. FILOT Payments.**

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the FILOT Act (for the Land portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 469.0 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of **[June 30, 2018]**.

As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the FILOT Act, the County hereby approves the Sponsor's request to calculate the FILOT Payments based on an alternative payment method yielding (over the Phase Exemption Period for each Phase) a payment stream which has the same net present value as the payment stream which would be generated using the standard FILOT calculation provided under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth above in **Section 4.1** of this Fee Agreement. Such net present value calculations shall be determined using a discount rate which is equivalent to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which this Fee Agreement is executed, which the parties believe to be [ ]% (*i.e.*, the discount rate so in effect on [ ]). If no yield is available for the month in which this Fee Agreement is executed, the last published yield for the appropriate maturity available must be used. If there are no bonds of appropriate maturity available, bonds of different maturities may be averaged to obtain the appropriate maturity.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the FILOT Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with **Section 4.7** of this Fee Agreement.

**Section 4.2. FILOT Payments on Replacement Property.** If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:



(a) FILOT Payments, calculated in accordance with **Section 4.1** of this Fee Agreement, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace and such replacement occurs after the Investment Period.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is prospectively subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes; provided, however, that notwithstanding the foregoing provisions of this **Section 4.3**, if any part of the Economic Development Property is so removed and disposed of, then the Sponsor is obligated to pay to the County an amount equal to the difference between (i) what the Sponsor would have paid to the County with respect to such Economic Development Property using the standard FILOT calculation described in Section 12-44-50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement and (ii) the amount actually paid by the Sponsor using the alternative payment method FILOT described in Section 12-44-50(A)(2) and the factors set forth in **Section 4.1** of this Fee Agreement (a “Differential Payment”), after taking into account the Special Source Credits that would have applied, or did apply, to each such FILOT Payment, as the case may be. Such Differential Payment will be made and included by the Sponsor with the FILOT Payment due to the County for the tax year corresponding to the property tax year in which such removal and disposal occurs.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the tax year corresponding to the property tax year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Term of this Fee Agreement title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by

voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in **Section 4.1(a)(i)** of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the FILOT Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property for a particular tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**Section 4.9. Failure to Satisfy the NPV FILOT Minimum Investment Requirement.** In the event that the NPV FILOT Minimum Investment Requirement is not satisfied, but the Standard FILOT Minimum Investment Requirement is nevertheless satisfied, then the FILOT Payments shall revert retroactively and prospectively to the amounts due under the standard FILOT under Section 12-44-50(A)(1) of the FILOT Act and the factors set forth in **Section 4.1** of this Fee Agreement, and in such event, the Sponsor shall pay to the County a Differential Payment as described in **Section 4.3** of this Fee Agreement.

## ARTICLE V ADDITIONAL INCENTIVES

**Section 5.1. Special Source Credits.** To assist in the payment of, or reimbursement for, costs of Infrastructure, the Sponsor is entitled to claim a Special Source Credit to reduce each FILOT Payment due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Special Source Credit is described in Exhibit D. In no event may the Sponsor's aggregate Special Source Credit claimed pursuant to this **Section** exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Special Source Credit is applicable ("**Credit Term**"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to satisfy the Contract Minimum Investment Requirement by the end of the Investment Period, then the Sponsor is subject to the claw backs as described in Exhibit E with respect to the Special Source Credits. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this **Section** and Exhibit E survives termination of this Fee Agreement.

**ARTICLE VII  
DEFAULT**

**Section 7.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in such payment and requesting that it be remedied;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility made by the Sponsor or a complete cessation of production [\_\_\_\_\_] at the Project that continues for a period of twelve (12) consecutive months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

**ARTICLE VIII  
PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email) to the Sponsor designee identified in **Section 10.1** of this Fee Agreement, may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information.*” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement

prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “*Indemnified Party*”) harmless against and from all liability or claims arising from the County’s execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement (each, a “*Claim*”).

(b) In the event the County resists or defends against any Claim on behalf of itself or any other Indemnified Party, the County is entitled to designate counsel of its choice, subject to approval by the Sponsor, which approval shall not be unreasonably withheld, conditioned or delayed, and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such Claim. The County shall provide, on a monthly basis, a statement of all such costs incurred in the response or defense during such month, and the Sponsor shall pay the County within 30 days of receipt of the statement, together with reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide the portions of any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any Claim on behalf of itself or any other Indemnified Party. On such request, the Sponsor shall resist or defend against such Claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such Claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such Claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party for costs arising from any Claim (i) occasioned by the acts of any Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from any Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any Claim, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a Claim.

**Section 8.4. No Liability of County Personnel.** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Transfer and Assignment.*** The County agrees that the Sponsor and each other Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Sponsor or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing all or a portion of the Project in question from the

Sponsor or any Sponsor Affiliate. In the event of any such transfer, lease, financing, or other transaction described above, the rights and interests of the Sponsor or such other Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the FILOT Payments and the Special Source Credits, with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, automatically, without action of the County, subject to the following provisions: (i) except in connection with any transfer to any other Sponsor or Sponsor Affiliate or an Affiliate of the Sponsor or any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above, as to all of which transfers and other transactions the County hereby preapproves and consents, the Sponsor or such Sponsor Affiliate shall obtain the prior written consent or subsequent written ratification of the County, which consent or subsequent ratification of the County shall not be unreasonably conditioned, withheld, or delayed; (ii) except when a financing entity which is the income tax owner of all or part of the Project property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Sponsor or such other Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Removed Components, no such transfer shall affect or reduce any of the obligations of the Sponsor or any such other Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of the Sponsor or any such Sponsor Affiliate in the Project property so transferred; (iv) the Sponsor or any such Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notice of any such transfer agreement. The County acknowledges that, notwithstanding any of the terms of this **Section 8.6** or this Agreement, it has no right of consent or subsequent ratification to a change in the direct or indirect ownership of the Sponsor or any Sponsor Affiliate.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. *Administration Expenses.*** The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of [\$.\_\_\_\_\_]. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration

Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**ARTICLE IX  
SPONSOR AFFILIATES**

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the FILOT Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

**ARTICLE X  
MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE SPONSOR:**

Project ES  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITH A COPY TO (does not constitute notice):**

Nexsen Pruet, LLC  
Attn: Tushar V. Chikhliker  
1230 Main Street, Suite 700 (29201)  
Post Office Drawer 2426  
Columbia, South Carolina 29202

**IF TO THE COUNTY:**

Richland County, South Carolina  
Attn: Richland County Economic Development Director  
2020 Hampton Street  
Columbia, South Carolina 29204

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County.



(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate or expand in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Term; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement. This Fee Agreement shall be and remain in full force and effect for a term commencing on the effective date of this Fee Agreement, and ending at midnight on the later of (i) the day the last FILOT Payment is made under this Fee Agreement; or (ii) the day all Special Source Credits due from the County hereunder have been fully provided by the County.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are expressly stated in the Fee Agreement to survive termination, shall survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this **Section**.

**Section 10.11. Entire Agreement.** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. Waiver.** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. Business Day.** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. Agreement's Construction.** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
County Council Chair  
Richland County, South Carolina

**ATTEST:**

By: \_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**PROJECT ES**

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

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes and Incentive Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**[TO BE INSERTED]**

**EXHIBIT B (see Section 9.1)**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_, 2019 (“Fee Agreement”), between Richland County, South Carolina (“County”) and a company identified for the time being as Project ES, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a \_\_\_\_\_ authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the FILOT Act.

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under **Section 10.1** of the Fee Agreement shall be sent to:

[\_\_\_\_\_]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project ES  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**RICHLAND COUNTY, SOUTH CAROLINA**

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

**EXHIBIT C (see Section 3.3)**  
**RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING**  
**ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.




RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D (see Section 5.1)**  
**DESCRIPTION OF SPECIAL SOURCE CREDIT**

The Sponsor shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT Payment due from the Sponsor under this Fee Agreement for the full Term of this Fee Agreement in an amount equal to seventy seven percent (77%) of each such FILOT Payment, commencing with the tax year for which the initial FILOT Payment is due under this Fee Agreement.

Notwithstanding the foregoing provisions of this Exhibit D, (i) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(1)(c)(ii) of the FILOT Act, in calculating any FILOT Payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is less than 5%, the above-described initial Special Source Credits percentage (77%) otherwise applicable against the FILOT Payment due with respect to such property shall be increased by an amount sufficient so that such net FILOT Payment due after application of such increased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (77%); and (ii) in the event that the annual depreciation rate utilized, pursuant to Section 12-44-50(A)(A)(1)(c)(ii) of the FILOT Act, in calculating any FILOT Payment due with respect to all or any portion of the Project, to the extent not already fully depreciated for such purposes, is more than 5%, the above-described initial Special Source Credits percentage (77%) otherwise applicable against the FILOT Payment due with respect to such property shall be decreased by an amount sufficient so that such net FILOT Payment due after application of such decreased Special Source Credits percentage shall equal the amount of such net payment if calculated using a 5% annual depreciation rate and the above-described initial Special Source Credits percentage (77%).

THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY HEREUNDER WITH RESPECT TO THE PROJECT.

**EXHIBIT E (see Section 6.1)**  
**DESCRIPTION OF SPECIAL SOURCE CREDITS CLAW BACK**

**Repayment Amount = Total Special Source Credits Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved (based on highest level of Project investment within Investment Period) / Contract Minimum Investment Requirement [may not exceed 100%]**

*For example, and by way of example only, if the County granted \$[I] in Special Source Credits, and \$[D] is the highest level invested at the Project by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$[D]/\$[Contract Minimum Investment Requirement] = [F]%*

*Claw Back Percentage = 100% - F% = H%*

*Repayment Amount = \$[I] x [H]% = \$[J]*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

The Sponsor shall continue to be eligible for the Special Source Credits against each FILOT Payment due from the Sponsor for the remaining tax years of the period set forth in **Section 5.1** and **Exhibit D** of this Fee Agreement; provided, however, in the event that determination of the Investment Achievement Percentage results in a positive percentage figure, the initial Special Source Credits percentage set forth in **Section 5.1** and Exhibit D of this Fee Agreement (77%) shall be reduced for the remaining such period by the percentage equal to such Investment Achievement Percentage (*i.e.*, if an Investment Achievement Percentage of 10%, a resulting prospective Special Source Credits percentage of 69.3%).

## Richland County Council Request for Action

Subject:

“An Ordinance to raise revenue, make appropriations, and adopt Biennium Budget II (FY 2020 and FY 2021) for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2019 will provide sufficient revenues for the operations of Richland County Government during the period of the first fiscal year of Biennium Budget II from July 1, 2019 through June 30, 2020 (Fiscal Year 2020)” (BY TITLE ONLY)

Notes:

First Reading: FY 2020 and FY 2021 – May 7, 2019

Public Hearing: FY 2020 – May 16, 2019

Second Reading: FY 2020 and FY 2021 – May 23, 2019

Third Reading: FY 2020 – May 30, 2019

Public Hearing: FY2021 – July 16, 2019

Third Reading: FY2021 – July 18, 2019

## Richland County Council Request for Action

### Subject:

“An Ordinance to raise revenue, make appropriations, and adopt Biennium Budget II (FY 2020 and FY 2021) for Richland County, South Carolina; authorizing the levying of Ad Valorem property taxes which together with the prior year’s carryover and other State Levies and any additional amount appropriated by the Richland County Council prior to July 1, 2020 will provide sufficient revenues for the operations of Richland County Government during the period of the second fiscal year of Biennium Budget II from July 1, 2020 through June 30, 2021 (Fiscal Year 2021)” (BY TITLE ONLY)

### Notes:

First Reading: FY 2020 and FY 2021 – May 7, 2019

Public Hearing: FY 2020 – May 16, 2019

Second Reading: FY 2020 and FY 2021 – May 23, 2019

Third Reading: FY 2020 – May 30, 2019

Public Hearing: FY2021 – July 16, 2019

Third Reading: FY2021 – July 18, 2019



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Willie Farmer  
Home Address: 126 Nelson Rd Columbia SC 29203  
Telephone: (home) 803 600 7689 (work) 803 728 0924  
Office Address: 2127 Schoolhouse Rd Columbia SC 29204  
Email Address: fconstruction@felc.biz  
Educational Background: \_\_\_\_\_  
Professional Background: General Contractor (2012); Electrical Contractor (2007)  
 Male  Female Age:  18-25  26-50  Over 50  
Name of Committee in which interested: Board of Appeals (Elec.)  
Reason for interest: Participate in County government

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Local Business Owner, Master Electrician

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 4 hrs

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  X

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  X  No \_\_\_\_\_

If so, describe:  Owner of Farmer Construction, LLC.   
 I would recuse myself from any repeal   
 concerning my company

Willen Fin   
Applicant's Signature

12/17/18   
Date

Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Date Received: <u> 2-4-19 </u>	Staff Use Only
Date Sent to Council: _____	Received by: <u> [Signature] </u>
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Amy Scully
Home Address: 325 Belle Grove Circle Columbia, SC 29209
Telephone: (home) 803-312-4025 (work) 803-691-3879
Office Address: 151 Powell Road Columbia, SC 29203
Email Address: Scullya@midlands.tech.edu
Educational Background: Master of Education - Higher Education & Student Affairs
Professional Background:
Male [ ] Female [x]
Age: 18-25 [ ] 26-50 [ ] Over 50 [x]
Name of Committee in which interested: Midlands Workforce Development Board
Reason for interest: A shared mission between MTC & the MWDB to provide individuals with the skills for meaningful employment.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have over 30 years in the training & development field in private industry, as an entrepreneur & in higher ed.
Presently serve on any County Committee, Board or Commission? NO workforce development.
Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month: as needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  No \_\_\_\_\_

If so, describe: I am employed at Midlands Technical College  
& the college is an eligible training partner with WIA in many  
ways. I am happy to abstain from any voting that would  
be considered a conflict.

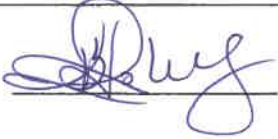
Amy Scully  
Applicant's Signature

8-24-2018  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>11-13-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Scott King
Home Address: 308 Amberwood Circle IRMO SC 29063
Telephone: (home) 803.667.5351 (mobile) (work) 803.695.2208
Office Address: 2061 American Italian Way Columbia, SC 29209
Email Address: scottking104@gmail.com
Educational Background: B.S. Business Administration Coker College
Professional Background: Manufacturing Management / Continuous Imp.
Male [X] Female [ ] Age: 18-25 [ ] 26-50 [X] Over 50 [ ]

Name of Committee in which interested: Disabilities, Planning, Youth, or Executive

Reason for interest: Being in manufacturing I understand the need for workforce development in our industry. I also have a daughter w/ Autism.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission: Manufacturing Background; CJ & Planning Background; From S.C.; Worked @ SCMEP; Previous Board - Board President Experience (Non-Profit)

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? N/A

Recommended by Council Member(s): N/A

Hours willing to commit each month: 8-15

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes DUE IN 2000.  No

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes  No

If so, describe: Only that I work for manufacturer that could utilize services provided, but I would not consider that a conflict (American Spiral Welo Pipe)

[Signature]  
Applicant's Signature

12/12/18  
Date

Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>1-7-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

## Richland County Council Request for Action

**Subject:**

I move that Council consider holding one meeting per quarter in unincorporated Richland County to keep all county needs before its policy makers [MYERS]

**Notes:**

March 19, 2019 – The motion was made by Councilwoman Myers.

**RICHLAND COUNTY GOVERNMENT  
DEPARTMENT OF TRANSPORTATION**

2000 Hampton Street, Suite 3014, Columbia, SC 29204  
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045  
richlandcountysc.gov



## **Agenda Briefing**

### **Background Information:**

During the October 2015 flood event, the Saluda River migrated toward the CSX railroad and eroded the existing land where approximately 100' of the greenway was to be constructed outside the CSX Right-Of-Way. The PDT coordinated a permit from CSX allowing the greenway to be constructed on their property so as to avoid 1) constructing a bridge over the river or 2) placing fill in the Saluda River which would require a Corps of Engineer permit and likely take 6 months to a year to obtain. In the last month, CSX stated they will no longer issue the permit for construction of the greenway on their easement without a Preliminary Engineering Agreement to coordinate this issue and likely require the construction of an enclosed structure covering the greenway where it is located on the CSX property. Subsequently, CSX then stated they would not entertain the pathway being located on their property even with a Preliminary Engineering Agreement or structure.

### **Recommended Action:**

Staff requests that Council approve moving forward with condemnation of the CSX property so as to allow the connectivity of the portion of greenway already constructed by Richland County to the west and by the River Alliance to the east.

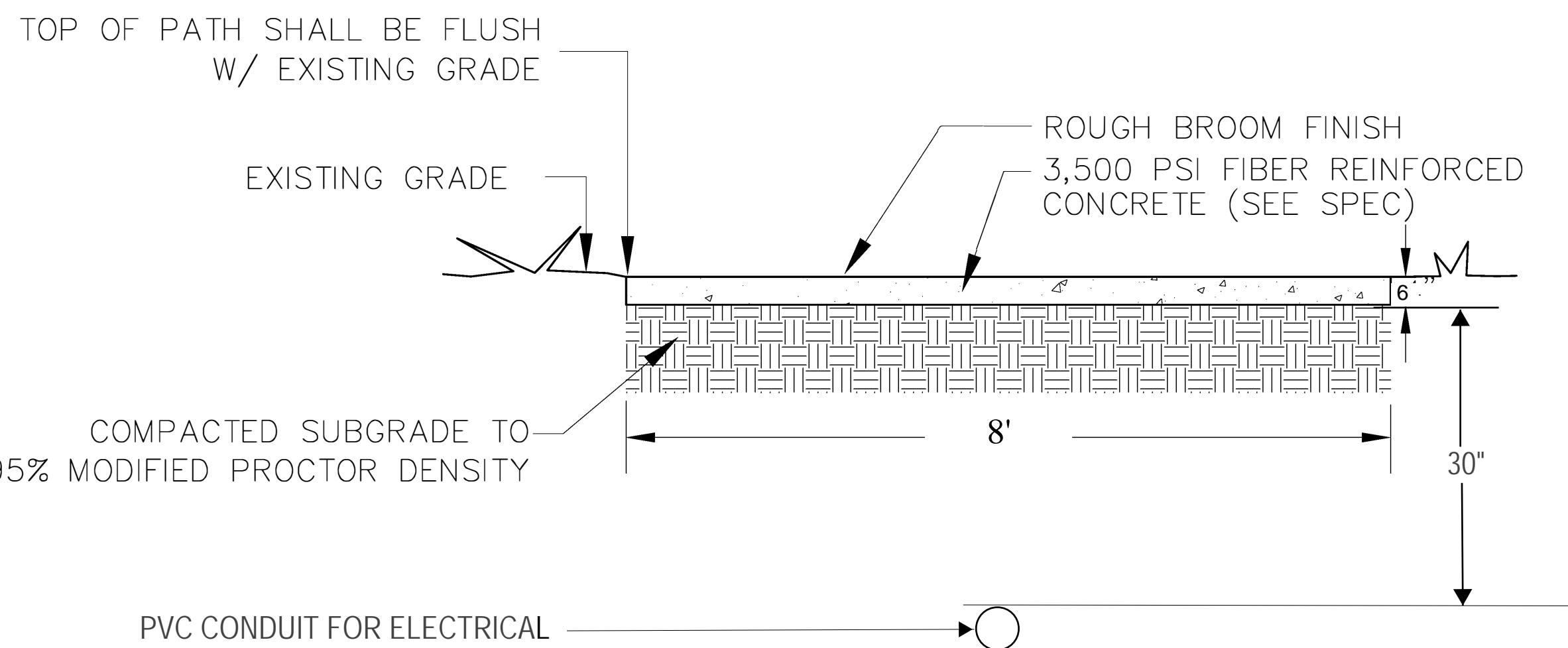
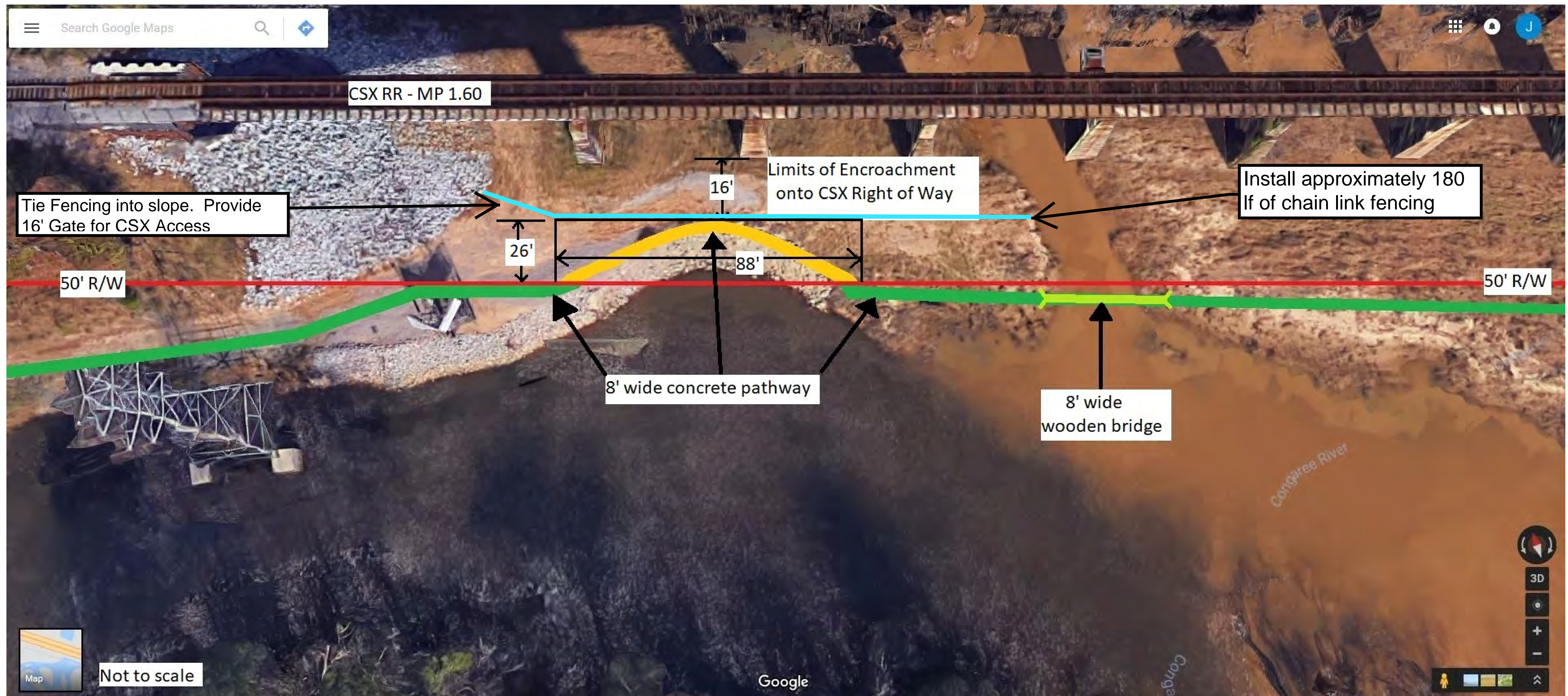
### **Fiscal Impact:**

Typical costs for condemnation to be determined.

### **Attachments:**

A map is attached in the agenda which illustrates the location of the railroad and The Three Rivers Greenway.





1 TYPICAL 8' CONCRETE PATH - SECTION  
DT-5 NOT TO SCALE

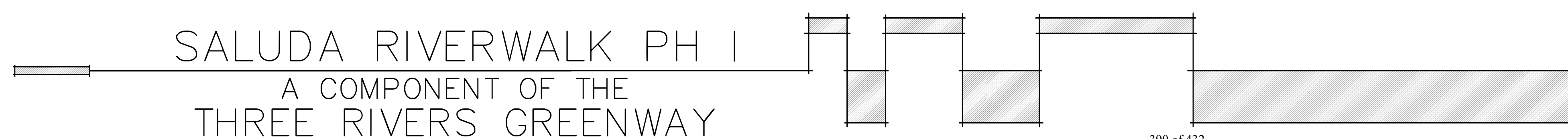
NOTES:

- \* THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE ACROSS THE WALK.
- \* CROSS SLOPE OF WALK SHALL NOT EXCEED 2%.
- \* ALL AREAS DISTURBED DURING CONSTRUCTION AND NOT COVERED BY THE WALK SHALL BE PLACED IN CENTIPEDE HYDROSEED OR NATURAL MULCH ACCORDING TO ADJACENT TREATMENT AT NO ADDITIONAL COST TO THE OWNER.
- \* CLEARING LIMITS FOR PATH SHALL NOT EXCEED 10' IN WIDTH.
- \* TOP OF PATH SHALL BE FLUSH W/ EXISTING GRADE.
- \* EXISTING VEGETATION OUTSIDE OF CLEARING LIMITS SHALL NOT BE DISTURBED.

CSX RR Information

Location: Columbia, SC - Between crossings 843290N and 843289U

A concrete walkway is being constructed on Riverbanks Zoo / SCE&G property. During construction, a large washed out area was discovered that prevents direct connection of the trail outside of the CSX right of way line. The washed out area extends from the Saluda River to a point 24' from the existing trestle piers. This request is for permission to construct 6" thick by 8' wide concrete sidewalk around the washed out area. The length of encroachment is approximately 88', and the edge of the concrete walkway will be 16' from the closest trestle pier.



Richland County Sales Tax Transportation Program Improvement Plan

# Broad River Road Corridor Neighborhood Improvements

*Final Concept Report*



# BROAD RIVER ROAD

IT'S A NEIGHBORLY PLACE

April 9, 2019

Prepared for Richland County by Parrish and Partners, LLC



TRANSPORTATION  
PROGRAM

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- Appendix C – Utility Information
- Appendix D – Proposed Typical Sections
- Appendix E – Cost Estimates
- Appendix F – Environmental Technical Memorandum
- Appendix G – Public Meeting Summary



## INTRODUCTION

This document has been prepared for Richland County using information and data gathered and provided by Richland County and by field observations. The purpose of this report is to show the recommended projects within the Broad River Road Corridor between its intersection with St. Andrews Road to the northwest and Greystone Boulevard to the southeast.

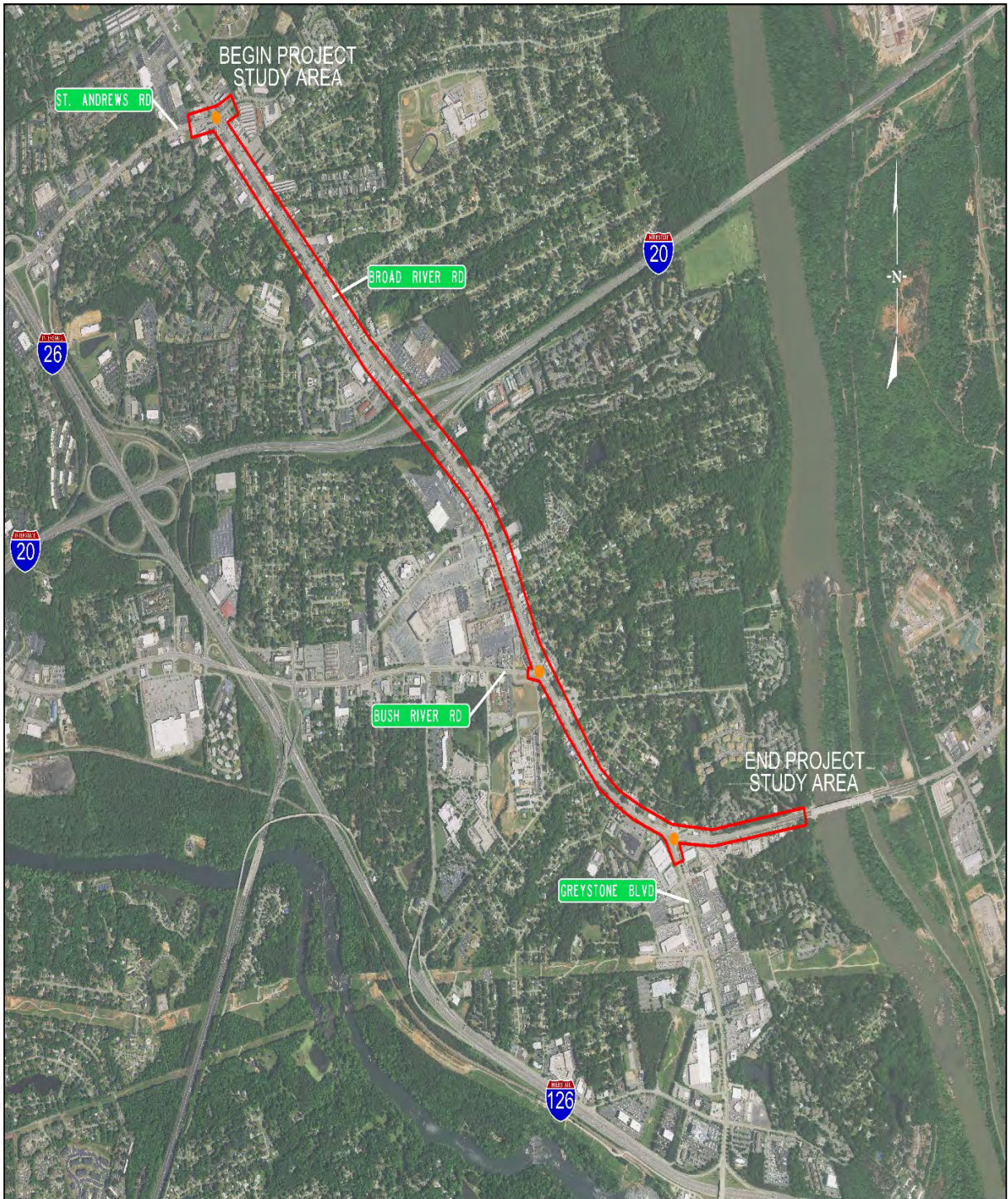
The projects identified in this concept report were borne from the Broad River Road Corridor and Community Master Plan created by IBI Group dated August 2010 and presented to the Central Midlands Council of Governments and Richland County. Since 2010, several studies and reports have been generated involving improvements throughout the project corridor including, but not limited to:

- 2012 Referendum Project List,
- Broad River Road Corridor and Master Plan Transportation Cost Estimate Report dated August 6, 2012 prepared by Dennis Corporation,
- Transportation Penny Funding Recommendations – Neighborhood Improvement Transportation Projects dated July 5, 2013 prepared by Richland County Planning Department,
- US-176 Road Safety Audit Final Report dated October 2017 prepared by Civil Engineering Consulting Services.

As a result of the above listed documents, and countless discussions with local elected officials, five projects were identified and will be discussed within this document. Those projects are, in no particular order:

1. Intersection Improvements at Greystone Boulevard/Broad River Road, Bush River Road/Broad River Road, and St. Andrews Road/Broad River Road (for increased capacity by the addition of turn lanes, accel/decel lanes, etc.),
2. Various Landscaped Median Locations from Broad River Bridge to St. Andrews Road along Broad River Road (additional control of access, beautification, etc.),
3. Underground Utilities from Broad River Bridge to St. Andrews Road along Broad River Road,
4. Streetscape and Pedestrian Accommodation Improvements at Greystone Boulevard/Broad River Road, Bush River Road/Broad River Road, and St. Andrews Road/Broad River Road (mast arms, pedestrian accommodation improvements such as refuge areas, handicap ramps, etc.),
5. Lighting from Broad River Bridge to St. Andrews Road along Broad River Road (upgrade of existing and new lighting and fixtures to conform to latest industry standards).

# OVERALL PROJECT MAP



**LEGEND**

- Intersection Improvements
- Project Study Area

Broad River Rd. Corridor Improvements



## **FIELD OBSERVATION AND ANALYSIS**

The design team has conducted numerous field observations and site visits since the notice to proceed was issued in late August 2018. The main purpose of these field visits was to make a record of the existing conditions such as utilities, signals, lighting, and the presence of wetlands, as well as establish additional aerial photography through the use of Parrish & Partners' in-house drone services.

Those present during these site visits were:

- Kevin Ulmer, P.E. – Parrish & Partners
- Chris Ulmer, E.I.T. – Parrish & Partners
- Adam Steele – Parrish & Partners
- Josh Hebbard, E.I.T. – Parrish & Partners
- Mason Parrish (Drone Pilot) – Parrish & Partners

The design team walked and drove all the proposed intersections as well as the entire length of the project improvements.

## EXISTING CONDITIONS

### Intersections

US-176/S-42 (St. Andrews Road) – Existing right-of-way along US-176 (Broad River Road) as well as St. Andrews Road (S-42) is 75' total (37.5' from roadway centerline). Broad River Road and St. Andrews Road in this area has four 12 foot lanes with a 15' wide center median for left turning movements and 5' sidewalks behind curb and gutter. To the east of US-176, St. Andrews Road is an approximate 36' wide asphalt paved facility with curb and gutter and very few pavement markings. This segment of St. Andrews Road comes to a dead end at a cul-de-sac after approximately 2000' at the entrance to St. Andrews Pointe Apartments. The intersection is signalized with steel strain poles and phasing providing protected left turning movement onto S-42 from northbound US-176. Two other protected movements are left and right turns from S-42 eastbound onto Broad River Road. The only lighting at the intersection other than private lighting for parking areas is a single cobra style fixture in the northwest quadrant of the intersection. All the major utilities are located throughout the intersection, including roadway drainage, gas, water and sewer (all underground) as well as telephone (overhead and underground), cable (overhead), and power (overhead). Three of the four legs of this intersection have pedestrian signals and pavement markings for pedestrian crossing.



AERIAL VIEW OF SAINT ANDREWS ROAD AND BROAD RIVER ROAD INTERSECTION

US-176/S-31 (Bush River Road) - Existing right-of-way along US-176 (Broad River Road) is 75' total (37.5' from roadway centerline). Existing right-of-way along S-31 is 66' total (33' from roadway centerline). Broad River Road in this area has 4 twelve-foot lanes with a 15' wide center median for left turning movements and 5' sidewalks behind curb and gutter. Bush River Road has 4 twelve-foot lanes with no median and 5' sidewalks behind a 2' curb lawn and curb and gutter. This intersection is also signalized with the signals hung from steel strain poles. Since this is a 'T' intersection, both left and right turns from Bush River Road are protected movements. The other protected movement is from Broad River Road northbound to Bush River Road westbound. The only lighting at the intersection other than private lighting for parking areas is a single cobra style fixture in the northwest quadrant of the intersection. All the major utilities are located throughout the intersection, including roadway drainage, gas, water and sewer (all underground) as well as telephone (overhead and underground), cable (overhead), and power (overhead). Two of the three legs of this intersection have pedestrian signals and pavement markings for pedestrian crossing.



AERIAL VIEW OF BUSH RIVER ROAD AND BROAD RIVER ROAD INTERSECTION

US-176/S-3020(Greystone Boulevard) - Existing right-of-way along US-176 (Broad River Road) is 75' total (37.5' from roadway centerline). Existing right-of-way along S-3020 is 120' total (60'

from roadway centerline. Broad River Road in this area has 4 twelve-foot lanes with a 15' wide center median for left turning movements and 5' sidewalks behind curb and gutter. Greystone Boulevard has four 12 foot lanes with a 15' flush median for left turning movements and no sidewalks. Drainage along Greystone Boulevard is open flow by way of roadside ditches. This intersection is also signalized with the signals hung from steel strain poles. Two movements for this intersection act independently of the traffic signal. The right turn from eastbound Broad River Road onto to southbound Greystone Boulevard is free flowing movement. The right turn from northbound Greystone Boulevard onto eastbound Broad River Road is stop controlled and independent of the signal. The only lighting at this intersection is that provided by adjacent businesses for their parking. All the major utilities are located throughout the intersection, including roadway drainage, gas, water and sewer (all underground) as well as telephone (overhead and underground), cable (overhead), and power (overhead), cable (overhead), and power (overhead). While this intersection has some pedestrian accommodations, they are incomplete and should be redesigned to ensure proper use and safety.



AERIAL VIEW OF INTERSECTION OF GREYSTONE BOULEVARD AND BROAD RIVER ROAD

## Landscaped Medians

Currently there exists no landscaping or landscaped medians within the limits of this scope from St. Andrews Road to Greystone Boulevard along Broad River Road.

## Undergrounding of Utilities

While a significant number of the utilities that exist along Broad River Road are already located underground (i.e., gas, water, sewer, telephone, roadway drainage). There are many utilities that are suspended from wood poles along the entire length of this project. These are mostly power lines but there are also telephone lines as well as cable TV that frequently use the existing infrastructure (i.e., wood poles) through encroachment agreements with the power companies.



UTILITIES AT INTERSECTION OF BUSH RIVER AND BROAD RIVER ROAD



RECENT INSTALLATION OF FIBER OPTIC VAULT AT GREYSTONE

## **Streetscape and Pedestrian Accommodation Improvements**

As previously mentioned, there has been very few streetscape and pedestrian improvements made over the past few years along the project corridor. As discussed with the existing conditions for each intersection, all locations currently have sidewalks with pedestrian crossing accommodations with the exception of Greystone Boulevard. Signals at each intersection are currently supported by steel strain poles.

## **Lighting**

There is minimal lighting existing between the Broad River Bridge and St. Andrews Road along Broad River Road. There are sporadic and outdated light fixtures supported by wood poles that do not provide lighting adequate for the corridor that conforms to the latest industry standards for roadway lighting.

# **ENVIRONMENTAL REVIEW**

An environmental review was conducted to assist in characterizing the study area and to identify potential environmental constraints that could affect construction of the proposed improvement projects. This evaluation included a cursory survey of the study area and review of available resource materials and online databases. A summary is provided below, however, a more detailed Environmental Technical Memorandum is included as Appendix F.

The study area is heavily developed and comprised of a mix of commercial, residential, and institutional land uses. The area, which is one of Columbia's original suburbs, is comprised of neighborhoods, parks, churches, and businesses. As described in the Broad River Road Corridor and Community Master Plan (2010 Master Plan),<sup>1</sup> Broad River Road is an important commercial spine for the diverse group of residents living within the corridor. Based on data from the American Community Survey (ACS, refer to Table 1), over 25,000 people reside within one mile of the segment of Broad River Road between St. Andrews Road and the Broad River, with approximately 50 percent of these residents categorized as low-income. An approximately 72 percent minority population comprises this demographic study area, including a hispanic population of approximately 4 percent. The area is comprised of a predominately young to middle-aged population, with 79 percent over 18 years old but only 7 percent over 65 years old.

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<sup>1</sup> IBI Group, *Broad River Road Corridor and Community Master Plan*, 2010, p. 31.



The study area includes approximately 13,570 housing units, of which 404 were constructed before 1950. Approximately 30 percent of these residences are owned and 70 percent are rented.

<b>Table 1</b>	
<b>STUDY AREA DEMOGRAPHICS</b>	
<b>Category</b>	<b>2012-2016 ACS</b>
Population	25,739
Population Density (per sq. mile)	3,040
Low Income Population	50%
% Minority	72%
% Hispanic	4%
Age 18+	79%
Age 65+	7%
Housing Units	13,570
Housing Units Built Before 1950	404
Owner Occupied Housing Units	30%
Renter Occupied Housing Units	70%
<b>Source:</b> ACS (American Community Survey) data accessed from USEPA, EJScreen reports, <a href="https://ejscreen.epa.gov/mapper">https://ejscreen.epa.gov/mapper</a> (January 12, 2019).	

Additional environmental notes about the study area include:

- **Hazardous Materials** - Resource Conservation and Recovery Act database (RCRAInfo) sites identified along Broad River Road include multiple dry cleaners, gas stations, auto repair and oil change stores, a fertilizer manufacturer, and pharmacies. Both air pollutant sites (ICIS-AIR), one to the southeast near the Broad River and the other on St. Andrews Road, are identified as being permanently closed. Additional evaluation may be necessary of adjacent hazardous material sites after construction limits have been identified for the various improvement projects.
- **Cultural Resources** - Proposed roadway improvements would not result in impacts to either of the two sites listed on the National Register of Historic Places (NRHP) that are located near the Broad River Road corridor (Columbia Canal and Pine Grove Rosenwald School).
- **Streams/Wetlands** - Based on National Wetland Inventory (NWI) mapping and cursory review of the corridor, no jurisdictional areas would be impacted by the proposed improvements.
- **Permitting** - Clearing, grading, and/or excavating activities associated with the proposed roadway improvements will require a Construction General Permit under the South Carolina’s National Pollutant Discharge Elimination System (NPDES) Stormwater Program,

as well as coordination with City of Columbia Municipal Separate Storm Sewer System (MS4) regarding potential permitting requirements.

- **Floodplains** - The only floodplains within the study corridor are associated with the Broad River and would not be impacted by proposed roadway improvements.
- **Protected Species** - The proposed improvements are distant from the Broad River and would not result in impacts to the bald eagle; no suitable habitat for other federally protected species that are listed as potentially occurring in Richland County was identified along the Broad River corridor.

## **RECOMMENDED PROJECTS**

As part of the scope of this report, Parrish & Partners, LLC was to use, as a guide for identifying specific projects, the US-176 Road Safety Audit – Final Report submitted to SCDOT by Civil Engineering Consulting Services, Inc. dated October 2017. The Final Report identifies many short, mid, and long-term corrective actions that will be listed within this report as potential projects for consideration by Richland County.

### **Recommended Intersection Improvements**

St. Andrews Road/Broad River Road – To provide better access management, it is recommended that raised 4’ wide concrete medians be placed along the centerline approaches of US-176 at the intersection of St. Andrews Road. This will serve to control the left hand turning movements from CVS and Dollar Tree as well as right hand turning movements from TitleMax onto US-176. Each of these businesses already have driveway access to St. Andrews Road and the traffic signal to make these movements.

Due to the condition of the pavement along St. Andrews Road as well as pavement damage from utilities in the wheel path along Broad River Road, a full resurfacing of the intersection is warranted. This would also be an excellent opportunity to update signage and signals as well as pavement markings throughout the intersection.

In addition to the above-mentioned items, it should be noted that a traffic study may be necessary to determine if the signal protected left turn onto St. Andrews Road is warranted.

Bush River Road/Broad River Road - To provide better access management, it is recommended that a raised 4’ wide concrete median be placed along the centerline of US-176 at its southeastern approach to the intersection of Bush River Road. This will make the intersection at Elm Abode Terrace (right) a right-in, right-out intersection removing the conflict with the signal at Bush River Road. Elm Abode Terrace acts as a circular drive and still has access to both Atlantic Drive and Melissa Lane/Elm Abode Terrace (left) which are signal controlled and will provide all necessary traffic movements.

Due to the condition of the pavement along Bush River Road, underground utility work taking place along Bush River and Broad River Roads, as well as pavement damage from utilities in the wheel path along Broad River Road, a full resurfacing of the intersection is warranted. This would also be an excellent opportunity to update signage and signals as well as pavement markings throughout the intersection.

Also due to the proximity of schools, neighborhoods, and shopping (Dutch Square Mall) to this intersection, an update of the sidewalks to current ADA standards is warranted.

Greystone Boulevard/Broad River Road – While this intersection was not part of the Roadway Safety Audit prepared by CECS, Inc., it was discussed in the Broad River Road Corridor and Community Master Plan created by IBI Group dated August 2010. This intersection has two movements which are not controlled by the traffic signal – the free flow movement from Broad River Road EB to Greystone Boulevard, and the stop condition from Greystone Boulevard NB to Broad River Road EB. While the free flow movement shows no apparent issues for vehicular traffic, it can at times prove difficult for pedestrian movements due to the free flow speed and distance/length of the crosswalk itself under the non-stop condition. This intersection requires further study to determine if safety can be improved for vehicles and pedestrians if both movements are pulled in and controlled by the signal at the intersection.

This intersection will also need work to update the sidewalks and crosswalks to current ADA standards. One location within this intersection shows pedestrian controls but no visible paint for the crossing of Broad River Road. See photo below.



PED HEADS WITH NO CROSSWALK

## **Landscaping and Landscaped Medians**

The inherent problem with landscaping on past roadway projects has been assigning the responsibility of maintaining the measures taken for the beautification. With this in mind, two areas have been identified as suitable for the installation of landscaping as a form of access control as well as beautification.

The first area recommended for landscaping in the median is between the intersection of Seminole Road/Young Drive and Briargate Circle/Marley Drive. Each of these intersections with Broad River Road are currently signalized with full access crosswalks in place.

The next area recommend for landscaping in the median is between I-20 and Longcreek Drive to the southeast. The ramps for EB I-20 as well as Longcreek Drive are both signalized and have pedestrian accommodations for all movements except for crossing Broad River Road.

Another area with adequate space available for landscaping is at the intersection of Greystone Boulevard and Broad River Road. The wide median between opposing lanes along Greystone Boulevard as well as the large grassy areas at the signals, present an excellent opportunity for beautification without adversely impacting access to or from any adjacent parcels.

## **Undergrounding of Utilities**

The idea of relocating all utilities underground is becoming more and more popular today just for the clean and uncluttered look of the roadway once this work is complete. However, at a cost of roughly \$4-5 million per mile to underground all utilities, this can easily surpass a projects entire budget. What we are recommending as a potential project is for the reduction in overhead services along with the consolidation of those that remain to one side of the roadway. While there will be some crossing of the road necessary, this consolidation to one side should greatly improve the look to the motoring public. The reduction in overhead services will be accomplished by the undergrounding of telecommunication and cable TV lines currently using the existing pole through encroachment with the power company. This installation of conduit should result in much lower costs and minimal replacement of existing curb & gutter and sidewalk.

## **Streetscape and Pedestrian Accommodation Improvements**

**Mast Arms** – Currently each of the three intersections under investigation have signals supported by steel strain poles and wire. This recommended project will be to upgrade and replace these poles with mast arms.

**ADA** – Each intersection should be upgraded to current ADA standards including, but not limited to, enhanced pavement markings at the crosswalks and stop bars, and upgraded handicap ramps.

### **Lighting from Broad River Bridge to St. Andrews Road**

Currently little, if any, roadway and pedestrian lighting exists along Broad River Road from the bridge to St. Andrews Road. We recommend roadway and pedestrian lighting be proposed for this entire corridor.

### **Access Management and Control**

Because of the Road Safety Audit (RSA) conducted by SCDOT and CECS, Inc. in October 2017, several driveways were identified as needing to be closed or at the very least converted to right in, right out access only using a raised concrete median. While some of these drives are converted to limited access with the landscaping in the median described above, many more were included in the RSA from CECS, Inc. Each of these drives will be shown for discussion by the public.

**APPENDIX A**  
**Executive Summary**



## EXECUTIVE SUMMARY

Date: April 8, 2019

To: Michael Niermier, Director  
Richland County Transportation Penny Program

From: Kevin Ulmer, P.E., Program Manager  
Parrish & Partners, On-Call Engineering Team (OET)

**RE: Broad River Road Corridor Neighborhood Improvement Plan  
Public Meeting Summary with Recommendations**

The Broad River Road Corridor Neighborhood Improvement Project (BRRC NIP) is one of seven Neighborhood Improvement Projects included in the 2012 Referendum. The total budget was \$20.4 million. The Richland County Transportation Program in coordination with the OET has conducted one public meeting for the BRRC NIP as well as completed conceptual studies. The Program has also consulted with the South Carolina Department of Transportation (SCDOT) in the collection of information for this summary. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project to the next phase of work.

### **March 7, 2019 – Public Information Meeting**

Richland County (in coordination with the Richland County Penny Sales Tax Program Development Team and the On-call Engineering Team) held the first public meeting for the Broad River Road Corridor Neighborhood Improvements Program on Thursday, March 7th, 2019, from 5:00-7:00 p.m. at Virginia Wingard Methodist Church, 1500 Broad River Road, Columbia, SC. The meeting was held in an open-house format. Residents were greeted at the venue entrance, checked in at a sign-in table, provided a handout and comment card and directed to the sets of project display boards, which were manned by program team members and project design consultants. Residents received handouts with project details and a comment card to provide feedback. Residents were able to review conceptual improvement alternatives and ask questions of the project design team members at the meeting. Aside from brief comments from two Richland County Council members that were in attendance, no formal presentation or address was made to the public. There were 57 people recorded as having attended the meeting.

A total of 70 comments were received during the comment period. Aside from the number of comments received concerning new signals or turn lanes outside the limits of the three





intersections in question, all in attendance agreed with the need to make improvements at the intersections presented. There were a number of comments received concerning the possible use of the center median. There was a near equal split in the number requesting flush medians over those requesting some type of raised (concrete or landscaped) median. The main concern over the landscaped median was identifying what entity would be responsible for the maintenance and upkeep of the landscaping if that option were to be selected. There were only a few comments concerning additional lighting improvement (5 in favor and 1 against), and only 1 respondent in favor of undergrounding of utilities.

### **Recommendations**

As a result of the comments received from the public meeting, as well as consideration of safety, project impacts, and available funding, a number of recommendations are offered.

Based on conceptual cost estimates, the following improvements approximately sum to the project budget and are recommended for further design studies:

1. Intersection Improvements at the intersection of St. Andrews Road and Broad River Road.
  - These improvements would encompass new signals with Mast Arms, sidewalk repairs and upgrades, signage upgrades, ADA upgrades, pedestrian crossing upgrades, raised medians and/or landscaped areas for beautification. These improvements would begin with a detailed traffic study to include traffic turning movements, crash history, updated ADT, etc.
2. Intersection Improvements at the intersection of Bush River Road and Broad River Road.
  - These improvements would encompass new signals with Mast Arms, sidewalk repairs and upgrades, signage upgrades, ADA upgrades, pedestrian crossing upgrades, raised medians and/or landscaped areas for beautification. These improvements would begin with a detailed traffic study to include traffic turning movements, crash history, updated ADT, etc.
3. Intersection Improvements at the intersection of Greystone Boulevard and Broad River Road.
  - These improvements would encompass new signals with Mast Arms, sidewalk repairs and upgrades, signage upgrades, ADA upgrades, pedestrian crossing upgrades, raised medians and/or landscaped areas for beautification. These improvements would begin with a detailed traffic study to include traffic turning movements, crash history, updated ADT, etc.



4. Incorporation of SCDOT Roadway Safety Audit components in the vicinity of the three intersections as identified in the Final Report dated October 2017 for US-176.

PENNY PROJECTS									
Project	Ordinance Amount	Category	Budget for FY19	Amount Needed	From Project	Transfer Project Budget Balance	Category of Project Transfer From	Over Ordinance Amount from Revised Cost	
Blythewood Rd Area Improvements	\$21,000,000.00	Widening	Not requested in FY19	\$ 775,000.00	Broad River Rd. Widening	\$ 1,411,777.41	Acquisitions		
Blythewood Rd Widening	\$8,000,000.00	Widening	\$3,382,785.40	\$ 417,214.60	Broad River Rd. Widening	\$ 1,411,777.41	Acquisitions	\$ 7,869,175.50	
Hardscrabble Rd Widening	\$29,860,800.00	Widening	\$1,311,200.00	\$ 88,800.00	Shop Rd Widening	\$ 3,572,343.55	Acquisitions		
Lower Richland Blvd Widening	\$6,100,000.00	Widening	\$260,992.84	\$ 189,007.16	Shop Rd Widening	\$ 3,572,343.55	Acquisitions		
North Main Street Widening	\$35,400,000.00	Widening	\$15,881,969.92	\$ 6,418,030.08	Alias Rd (\$3.7M) and Shop Rd (\$2.8M) Widening	Alias \$6,411,785.95 Shop \$2,175,210.29	Construction Construction		
Polo Rd Widening	\$12,800,000.00	Widening	\$441,759.20	\$ 108,240.80	Shop Rd Widening	\$ 3,572,343.55	Acquisitions		
<b>Total</b>				<b>\$ 7,996,292.64</b>					
<b>SPECIAL PROJECTS</b>									
Project	Ordinance Amount	Category	Budget for FY19	Amount Needed	From Project	Budget Balance	Category of Project Transfer From	Over Ordinance Amount from Revised Cost	
Shop Road Extension (Ph.1 & 2)	\$71,800,000.00	Special	\$8,330,203.58	\$ 4,419,797.18	Dirt Rd Paving Program	\$ 8,396,135.66	Construction		
Innovista Transportation Projects (I, II, III)	\$50,000,000.00	Special	\$5,885,539.52	\$ 1,214,459.78	Innovista Transportation	\$ 2,504,249.84	Construction		
Neighborhood Improvements Program	\$63,000,000.00	Special	\$7,267,175.16	\$ 3,192,825.58	Dirt Rd Paving Program	\$ 8,396,135.66	Construction		
Riverbanks Zoo (I, II)	\$4,000,000.00	Special	Not requested in FY19	\$ 10,000.00	Dirt Rd Paving Program	\$ 8,396,135.66	Construction		
Local Road Resurfacing Program	\$40,000,000.00	Resurfacing	\$7,495,730.00	\$ 1,204,210.38	Neighborhood Improvements	\$ 3,027,061.71	Construction		
<b>Total</b>				<b>\$ 10,041,292.92</b>					
<b>UNAPPORTIONED BUDGET</b>									
Project	Ordinance Amount	Category	Budget for FY19	Amount Needed	From Project	Budget Balance	Category of Project Transfer From	Over Ordinance Amount from Revised Cost	
Bull St. and Elmwood Ave.	\$2,000,000.00	Intersections	\$700,171.04	\$ 274,828.96	Innovista Transportation	\$ 1,417,868.72	Acquisitions		
Screaming Eagle Rd. and Farrow Rd.	\$1,000,000.00	Intersections	\$948,716.76	\$ 362,701.44	Innovista Transportation	\$ 1,417,868.72	Acquisitions	\$ 2,135,394.79	
Garners Ferry Rd. and Harmon Rd.	\$2,600,000.00	Intersections	\$334,161.85	\$ 325,838.15	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
North Springs Rd. and Harrington Rd.	\$2,000,000.00	Intersections	\$336,969.45	\$ 113,030.56	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
Broad River Rd. and Rushmore Rd.	\$3,700,000.00	Intersections	Not requested in FY19	\$ 85,000.00	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
Clemson Rd. and Rhame Rd./North Springs Rd.	\$3,500,000.00	Intersections	Not requested in FY19	\$ 275,000.00	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
Farrow Rd. and Pisgah Church Rd.	\$3,600,000.00	Intersections	\$566,244.67	\$ 3,755.33	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
Kennery Rd. and Coogler Rd./Steeple Ridge Rd.	\$1,900,000.00	Intersections	Not requested in FY19	\$ 250,000.00	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
North Springs Rd. and Risdon Way	\$1,800,000.00	Intersections	Not requested in FY19	\$ 150,000.00	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
Summit Pkwy and Summit Ridge Rd.	\$500,000.00	Intersections	Not requested in FY19	\$ 80,000.00	Clemson Rd and Sparkleberry Lane Intersection	\$ 1,178,030.13	Acquisitions		
<b>Total</b>				<b>\$ 1,920,154.44</b>					

BIKE / PEDESTRIAN / GREENWAY PROJECTS									
Project	Ordinance Amount	Category	Budget for FY19	Amount Needed	From Project	Budget Balance	Category of Project Transfer From	Over Ordinance Amount from Revised Cost	
Crane Creek Section A	\$1,541,816.00	Greenway	Not requested in FY19	\$ 200,000.00	Perchival Road Sidewalk	\$ 2,075,758.01	Construction		
Three Rivers Greenway Extension Ph. 1	\$7,902,242.00	Greenway	\$6,840,240.64	\$ 1,349,558.36	Shop Rd Widening	\$ 2,175,210.29	Construction		
Lincoln Tunnel Greenway	\$892,739.00	Greenway	\$1,492,868.27	\$ 25,000.00	Lower Richland Blvd	\$ 80,000.00	Professional Services		
Dutchman Boulevard Connector	\$105,196.00	Greenway	Not requested in FY19	\$ 30,000.00	Hampton St Bikeway	\$ 169,660.96	Construction		
Columbia Mall Greenway	\$648,456.00	Greenway	Not requested in FY19	\$ 30,000.00	Pendleton St Bikeway	\$ 169,660.96	Construction		
Polo Road/ Windsor Lake Boulevard Connector	\$385,545.00	Greenway	Not requested in FY19	\$ 100,000.00	Pickens St/Washington St/Wayne Bikeway	\$ 169,660.96	Construction		
Woodbury / Old Leesburg Connector	\$116,217.00	Greenway	Not requested in FY19	\$ 30,000.00	Sumter St Bikeway	\$ 169,660.96	Construction		
<b>Alpha Road Sidewalk</b>	\$452,075.00	Sidewalk	\$1,178,396.58	\$ 13,726.77	Beltline Blvd Bikeway	\$ 169,660.96	Construction	\$3,959,114.50	
Sidewalk Package S7 Superior St	\$778,852.00	Sidewalk	Unk	\$ 67,913.94	Beltline Blvd Bikeway	\$ 169,660.96	Construction		
Clemson Road Sidewalk	\$465,696.00	Sidewalk	Unk	\$ 493,000.00	Atlas Rd Widening	\$ 6,411,785.95	Construction		
Sidewalk Package S7 Bratton St	\$386,602.00	Sidewalk	Unk	\$ 72,913.94	Wheat St Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S3 Franklin St	\$715,585.00	Sidewalk	Unk	\$ 17,500.00	Beltline Blvd Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S7 Grand St	\$714,822.00	Sidewalk	Unk	\$ 79,913.94	Broad River Rd Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S3 Jefferson St	\$301,242.00	Sidewalk	Unk	\$ 17,500.00	Calhoun St Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S6 Magnolia St	\$828,458.00	Sidewalk	\$196,806.00	\$ 386,596.68	Innovista Transportation	\$ 2,504,249.84	Construction		
Sidewalk Package S2 Maple St	\$132,502.00	Sidewalk	Unk	\$ 7,500.00	Garners Ferry Rd Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S2 Mildred Ave	\$151,536.00	Sidewalk	Unk	\$ 7,500.00	Rosewood Dr Bikeway	\$ 169,660.96	Construction		
Capers Avenue Sidewalk (Prev Royster)	\$95,357.00	Sidewalk	Unk	\$ 386,596.68	Leesburg Rd Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S6 School House Rd	\$482,882.00	Sidewalk	Unk	\$ 15,000.00	Pineview Widening	\$ 900,000.00	Acquisitions		
Sidewalk Package S5 Senate St	\$476,230.00	Sidewalk	Unk	\$ 15,000.00	Blossom St Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S8 Tryon St	\$354,446.00	Sidewalk	Unk	\$ 207,913.94	Dirt Rd Paving Program	\$ 8,396,135.66	Construction		
Sidewalk Package S1 Wildwood Ave	\$264,449.00	Sidewalk	Unk	\$ 7,500.00	Columbiana Dr Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S4 Wiley St	\$280,895.00	Sidewalk	Unk	\$ 15,000.00	Clemson Rd Bikeway	\$ 169,660.96	Construction		
Sidewalk Package S1 Windover St	\$187,542.00	Sidewalk	Unk	\$ 7,500.00	Leesburg Rd Bikeway	\$ 169,660.96	Construction		
<b>Harrison Road Sidewalk</b>	\$600,000.00	Sidewalk	\$1,143,283.21	\$ 53,740.98	Ft Jackson/Devine Bikeway	\$ 169,660.96	Construction	\$1,349,555.15	
Sidewalk Package S9 Kooiy/Farmview	\$92,891.00	Sidewalk	Unk	\$ 420,000.00	Spears Creek Rd	\$ 1,266,692.51	Professional Services		
Sidewalk Package S8 Pelham	\$346,774.00	Sidewalk	Unk	\$ 212,914.24	Spears Creek Rd	\$ 1,266,692.51	Professional Services		
<b>Sunset Sidewalk</b>	\$364,522.00	Sidewalk	\$592,920.72	\$ 265,240.28	Leesburg Rd Widening	\$ 2,000,000.00	Construction	\$2,123,796.82	
<b>Total</b>				<b>\$ 4,595,029.76</b>					
				<b>\$ 24,492,769.77</b>				<b>\$17,437,133.76</b>	



## TRANSPORTATION PROGRAM

April 12, 2019

Mr. Michael Niermeier  
Director of Transportation  
Richland County Government  
P.O. Box 192  
Columbia, South Carolina 29202

Re: Dirt Road Package J  
PDT-771-IFB-2019

Dear Mr. Niermeier:

A bid opening was held at 2:00 PM on Wednesday, April 10, 2019 at the Richland County Office of Procurement at 2020 Hampton Street for the Dirt Road Package J Project. The Richland Program Development Team has reviewed the four (4) submitted bids for Dirt Road Package J which were submitted via Bid Express and found no discrepancies. The bids received were as follows.

<b>DIRT ROAD PACKAGE J - BID RESULTS SUMMARY</b>	
<b>BIDDER</b>	<b>SUBMITTED BID</b>
<b>Cherokee, Inc.</b>	<b>\$829,941.57</b>
R&T Grading, Inc.	\$1,028,280.43
Palmetto Corporation of Conway, Inc.	\$1,082,511.27
McClam & Associates, Inc.	\$1,124,333.10

Further review shows that the Cherokee, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Mandatory Pre-Bid Conference was held at 10:00 AM on March 20, 2019 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates Cherokee's bid to be 14.6% below the Engineer's Estimate of \$971,292.28 for the project. A review of the low bid also shows a commitment of **11.0%** utilization of Small Local Business Enterprise (SLBE) companies which equals the 11.0% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Cherokee, Incorporated. It is further recommended that the approval of the award also include a 10% contingency of \$82,994.16. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

A handwritten signature in blue ink that reads "Dale Collier". The signature is fluid and cursive.

Dale Collier  
Procurement Manager  
Richland PDT, A Joint Venture

Cc: Dr. John Thompson, Richland County Acting County Administrator  
Jennifer Wladischkin, Richland County Procurement Manager  
Erica Wade, Richland County OSBO Manager  
Taylor Neely, Richland PDT

ATTACHMENTS:

Certified Bid Tab  
Bid Form – Cherokee, Inc.  
Bid Comparison to Engineering Estimate  
Pre-Bid Sign In Sheets  
Cherokee, Inc. License Confirmation  
Cherokee, Inc. DBE Utilization Documentation



**COMPANY NAME \***

Cherokee, Inc.

**COMPANY PHONE NUMBER \***

(803) 776-4870

**COMPANY ADDRESS \***

6928 Cheval St., Columbia, SC 29209

**EMAIL ADDRESS \***

ddriessen@cherokee-sc.com

**CONTRACTOR LICENSE NUMBER \***

G12263

**SC SALES TAX NUMBER \***

NA

**FEDERAL TAX ID  
NUMBER \***

57-0279383

**AUTHORIZED AGENT NAME \***

John R. Jordan, Jr.

**AUTHORIZED AGENT TITLE \***

President



**BID FORM**

\$655,267.57

Item #	Description	Units	Quantity	Unit Price	Extension
1031000	MOBILIZATION	LS	1.0000	\$41,000.00	\$41,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1.0000	\$30,000.00	\$30,000.00
1052100	UTILITY COORDINATION	LS	1.0000	\$8,000.00	\$8,000.00
1071000	TRAFFIC CONTROL	LS	1.0000	\$18,000.00	\$18,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1.0000	\$80,000.00	\$80,000.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	125.0000	\$20.00	\$2,500.00
2028600	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	LF	89.0000	\$20.00	\$1,780.00
2031000	UNCLASSIFIED EXCAVATION	CY	1,631.0000	\$30.00	\$48,930.00
2033000	BORROW EXCAVATION	CY	307.0000	\$35.00	\$10,745.00
2081001	FINE GRADING	SY	7,326.0000	\$4.00	\$29,304.00
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	1,965.0000	\$12.00	\$23,580.00
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	3,387.0000	\$13.00	\$44,031.00
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	SY	521.0000	\$25.00	\$13,025.00
3069900	MAINTENANCE STONE	TON	85.0000	\$50.00	\$4,250.00
4010005	PRIME COAT	GAL	1,761.9000	\$5.50	\$9,690.45
4011004	LIQUID ASPHALT BINDER PG64-22	TON	67.2600	\$567.00	\$38,136.42
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	1,088.0000	\$91.10	\$99,116.80
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	384.0000	\$7.00	\$2,688.00
6271005	4" WHITE BROKEN LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL.	LF	68.0000	\$3.30	\$224.40
6271010	4" WHITE SOLID LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL.	LF	200.0000	\$2.20	\$440.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES) THERMOPLASTIC - 125 MIL.	LF	112.0000	\$13.75	\$1,540.00

Item #	Description	Units	Quantity	Unit Price	Extension
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC - 90 MIL.	LF	600.0000	\$2.20	\$1,320.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	24.7500	\$25.00	\$618.75
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	48.0000	\$11.00	\$528.00
7011851	CONCRETE KEY	LF	119.0000	\$45.00	\$5,355.00

**BID FORM**

\$655,267.57

Item #	Description	Units	Quantity	Unit Price	Extension
7141124	24" RC PIPE CUL.-CLASS IV	LF	72.0000	\$80.00	\$5,760.00
7141133	18" RC PIPE CUL.-CLASS V	LF	24.0000	\$70.00	\$1,680.00
7143615	15" SMOOTH WALL PIPE	LF	88.0000	\$60.00	\$5,280.00
7143618	18" SMOOTH WALL PIPE	LF	160.0000	\$62.00	\$9,920.00
7143624	24" SMOOTH WALL PIPE	LF	472.0000	\$63.00	\$29,736.00
7149999	CLEANING EXISTING PIPE	LF	46.0000	\$30.00	\$1,380.00
7191250	CATCH BASIN - TYPE 9 MH	EA	8.0000	\$2,900.00	\$23,200.00
7197120	ADJUST MANHOLE	EA	1.0000	\$1,500.00	\$1,500.00
8041015	RIP-RAP (CLASS A)	TON	7.0000	\$100.00	\$700.00
8041020	RIP-RAP (CLASS B)	TON	32.0000	\$65.00	\$2,080.00
8048100	GETOTEXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 1) TYPE A	SY	9.0000	\$25.00	\$225.00
8048205	GETOTEXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 2) TYPE B	SY	35.0000	\$20.00	\$700.00
8048210	GETOTEXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 2) TYPE C	SY	8.0000	\$25.00	\$200.00
8051100	STEEL BEAM GUARDRAIL	LF	200.0000	\$32.32	\$6,464.00
8052210	END ANCHOR - TYPE B	EA	4.0000	\$308.00	\$1,232.00
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	31.0000	\$150.00	\$4,650.00
8091050	RIGHT OF WAY PLAT	LS	1.0000	\$11,000.00	\$11,000.00
8100001	PERMANENT VEGETATION	MSY	5.1540	\$500.00	\$2,577.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	36.0000	\$10.00	\$360.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	230.0000	\$10.00	\$2,300.00
8153000	SILT FENCE	LF	3,723.0000	\$3.50	\$13,030.50

Item #	Description	Units	Quantity	Unit Price	Extension
8153090	REPLACE/REPAIR SILT FENCE	LF	372.3000	\$5.00	\$1,861.50
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	930.7500	\$5.00	\$4,653.75
8156200	CLEAN INLET STRUCTURE FILTERS	EA	1.0000	\$150.00	\$150.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	8.0000	\$25.00	\$200.00

**BID FORM**

\$655,267.57

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Item #	Description	Units	Quantity	Unit Price	Extension
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925.0000	\$5.00	\$9,625.00
					Total: \$655,267.57

UTILITY RELOCATION NO. 1 WORKSHEET

\$174,674.00

Item Code	Description	Quantity	Units	Unit Price	Extension
WS-1	ABANDON IN PLACE AND/OR REMOVE EXISTING 6" WATER MAIN IN PLACE - (INCLUDES FLOWABLE FILL, LINE STOPS, CAPS, ETC.)	400.0000	LF	\$33.00	\$13,200.00
WS-2	6" PVC WATER MAIN	500.0000	LF	\$48.00	\$24,000.00
WS-3	6" PVC WATER MAIN, RJ	50.0000	LF	\$55.00	\$2,750.00
WS-4	2" PVC WATER MAIN, (INCLUDING FITTINGS, VALVES, RECONNECTIONS)	50.0000	LF	\$93.50	\$4,675.00
WS-5	1-1/2" SERVICE LINE, (INCLUDING FITTINGS, VALVES, RECONNECTIONS)	200.0000	LF	\$33.00	\$6,600.00
WS-6	3/4" SERVICE LINE, (INCLUDING FITTINGS, VALVES, RECONNECTIONS)	200.0000	LF	\$27.50	\$5,500.00
WS-7	TEE - 6" x 6", RJ	2.0000	EA	\$770.00	\$1,540.00
WS-8	BEND- 45 DEGREE- 6", RJ	1.0000	EA	\$692.00	\$692.00
WS-9	BEND- 22.5 DEGREE- 6", RJ	10.0000	EA	\$660.00	\$6,600.00
WS-10	BEND- 11.25 DEGREE- 6", RJ	2.0000	EA	\$660.00	\$1,320.00
WS-11	GATE VALVES W/ BOX -6"	1.0000	EA	\$1,564.00	\$1,564.00
WS-12	CONNECTION TO EXISTING WATER MIAN	2.0000	EA	\$7,311.00	\$14,622.00
WS-13	SERVICE LINE, OPEN CUT (SHORT SIDE)	10.0000	EA	\$1,375.00	\$13,750.00
WS-14	SERVICE LINE, OPEN CUT (LONG SIDE)	7.0000	EA	\$1,925.00	\$13,475.00
WS-15	TAPPING SLEEVE AND VALVE - 6" X 6"	2.0000	EA	\$6,841.00	\$13,682.00
WS-16	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	3.0000	EA	\$6,000.00	\$18,000.00
WS-17	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	3.0000	EA	\$1,254.00	\$3,762.00
WS-18	CONCRETE THRUST BLOCKING	2.0000	CY	\$505.00	\$1,010.00
WS-19	TESTING AND DISINFECTION	2.0000	EA	\$2,200.00	\$4,400.00
<b>Total:</b>					<b>\$174,674.00</b>

Item Code	Description	Quantity	Units	Unit Price	Extension
WS-20	RECORD DRAWINGS, CAD AND VALVE CARDS	1.0000	EA	\$6,600.00	\$6,600.00
SS-01	4" CL 160 PVC OFFSET, (INCLUDING FITTINGS, VALVES, TAPS, RECONNECTIONS, TESTING)	1.0000	EA	\$9,430.00	\$9,430.00
SS-02	2" CL 160 PVC OFFSET, (INCLUDING FITTINGS, VALVES, TAPS, RECONNECTIONS, TESTING)	1.0000	EA	\$3,060.00	\$3,060.00
SS-03	ADJUST MANHOLE	2.0000	EA	\$2,221.00	\$4,442.00
<b>Total:</b>					<b>\$174,674.00</b>



DIRT ROADS PACKAGE J PDT-771-IFB-2019

ITEM #	DESCRIPTION	Engineer's Estimate		Cherokee Inc.		R & T Grading		Palmetto Corp. of Conway		McClint & Associates	
		UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1,000	\$ 41,000.00	\$ 41,000.00	\$ 85,000.00	\$ 85,000.00	\$ 60,630.00	\$ 60,630.00	\$ 112,200.00	\$ 112,200.00
105800	CONSTRUCTION STAKES, LINES & GRADES	EA	1,000	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,500.00	\$ 26,500.00	\$ 27,420.00	\$ 27,420.00
1052000	UTILITY WORKSHEET # 1	LS	1,000	\$ 174,874.00	\$ 174,874.00	\$ 268,975.00	\$ 268,975.00	\$ 164,392.96	\$ 164,392.96	\$ 185,190.00	\$ 185,190.00
1052100	UTILITY COORDINATION	LS	1,000	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00	\$ 18,000.00	\$ 18,000.00
1071000	TRAFFIC CONTROL	LS	1,000	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00	\$ 82,535.00	\$ 82,535.00	\$ 101,400.00	\$ 101,400.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1,000	\$ 80,000.00	\$ 80,000.00	\$ 25,000.00	\$ 25,000.00	\$ 36,000.00	\$ 36,000.00	\$ 72,000.00	\$ 72,000.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	125,000	\$ 2,800.00	\$ 350,000.00	\$ 140.00	\$ 17,500.00	\$ 35.55	\$ 4,443.75	\$ 33.60	\$ 4,200.00
2028600	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	LF	89,000	\$ 20.00	\$ 1,780.00	\$ 25.00	\$ 2,225.00	\$ 20.90	\$ 1,860.10	\$ 72.00	\$ 6,408.00
2031000	UNCLASSIFIED EXCAVATION	CY	1631,000	\$ 30.00	\$ 48,930.00	\$ 16.00	\$ 26,096.00	\$ 35.30	\$ 57,574.30	\$ 18.75	\$ 30,581.25
2033000	BORROW EXCAVATION	CY	307,000	\$ 35.00	\$ 10,745.00	\$ 16.00	\$ 4,912.00	\$ 84.25	\$ 25,864.75	\$ 31.25	\$ 9,593.75
2081001	FINE GRADING	SY	7326,000	\$ 4.00	\$ 29,304.00	\$ 5.75	\$ 42,124.50	\$ 6.00	\$ 43,956.00	\$ 12.00	\$ 87,912.00
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	1985,000	\$ 12.00	\$ 23,820.00	\$ 5.75	\$ 11,298.75	\$ 15.65	\$ 30,752.25	\$ 10.50	\$ 20,832.50
3050105	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	3357,000	\$ 13.00	\$ 44,031.00	\$ 9.00	\$ 30,483.00	\$ 18.40	\$ 62,320.80	\$ 14.80	\$ 50,127.60
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	SY	521,000	\$ 25.00	\$ 13,025.00	\$ 11.00	\$ 5,731.00	\$ 73.25	\$ 38,163.25	\$ 19.10	\$ 9,951.10
3069900	MAINTENANCE STONE	TON	85,000	\$ 50.00	\$ 4,250.00	\$ 45.00	\$ 3,825.00	\$ 120.75	\$ 10,263.75	\$ 45.90	\$ 3,901.50
4010005	PRIME COAT	GAL	1761,900	\$ 5.50	\$ 9,690.45	\$ 7.25	\$ 12,732.75	\$ 4.55	\$ 8,016.65	\$ 6.00	\$ 10,571.40
4011004	LIQUID ASPHALT BINDER P064-22	TON	67,260	\$ 597.00	\$ 38,156.42	\$ 675.00	\$ 45,400.50	\$ 600.00	\$ 40,356.00	\$ 655.20	\$ 44,068.75
4030640	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	1088,000	\$ 91.10	\$ 99,116.80	\$ 120.00	\$ 130,560.00	\$ 120.00	\$ 130,560.00	\$ 117.60	\$ 127,948.80
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	384,000	\$ 7.00	\$ 2,688.00	\$ 6.00	\$ 2,304.00	\$ 6.05	\$ 2,323.20	\$ 7.80	\$ 2,995.20
6271005	4" WHITE BROKEN LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL	LF	68,000	\$ 3.30	\$ 224.40	\$ 4.50	\$ 306.00	\$ 3.03	\$ 206.04	\$ 3.60	\$ 244.80
6271010	4" WHITE SOLID LINES (GAPS EXCL.) THERMOPLASTIC - 90 MIL	LF	200,000	\$ 2.20	\$ 440.00	\$ 4.00	\$ 800.00	\$ 2.52	\$ 504.00	\$ 2.40	\$ 480.00
6271074	4" YELLOW SOLID LINES (STOP/DIAG LINES) THERMOPLASTIC - 125 MIL	LF	112,000	\$ 13.75	\$ 1,540.00	\$ 22.00	\$ 2,464.00	\$ 15.14	\$ 1,695.68	\$ 15.00	\$ 1,680.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	24,750	\$ 2.20	\$ 54,450.00	\$ 4.00	\$ 99,000.00	\$ 2.62	\$ 64,890.00	\$ 2.40	\$ 59,400.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	48,000	\$ 25.00	\$ 1,200.00	\$ 35.00	\$ 1,680.00	\$ 19.68	\$ 945.12	\$ 29.80	\$ 1,431.60
7011851	CONCRETE KEY	LF	119,000	\$ 11.00	\$ 1,309.00	\$ 135.00	\$ 16,267.50	\$ 10.09	\$ 1,200.81	\$ 9.10	\$ 1,082.10
7141124	24" RC PIPE CUL-CLASS IV	LF	72,000	\$ 45.00	\$ 3,240.00	\$ 137.50	\$ 9,900.00	\$ 103.65	\$ 7,467.30	\$ 69.60	\$ 5,011.20
7141133	18" RC PIPE CUL-CLASS V	LF	24,000	\$ 70.00	\$ 1,680.00	\$ 50.00	\$ 1,200.00	\$ 132.00	\$ 3,168.00	\$ 72.80	\$ 1,747.20
7143615	15" SMOOTH WALL PIPE	LF	88,000	\$ 60.00	\$ 5,280.00	\$ 42.00	\$ 3,696.00	\$ 51.40	\$ 4,533.20	\$ 60.00	\$ 5,332.80
7143618	18" SMOOTH WALL PIPE	LF	150,000	\$ 62.00	\$ 9,300.00	\$ 46.00	\$ 6,900.00	\$ 79.05	\$ 12,648.00	\$ 63.60	\$ 9,540.00
7143824	24" SMOOTH WALL PIPE	LF	472,000	\$ 63.00	\$ 29,736.00	\$ 82.00	\$ 38,704.00	\$ 97.35	\$ 45,949.20	\$ 74.10	\$ 34,975.20
7149899	CLEANING EXISTING PIPE	LF	46,000	\$ 30.00	\$ 1,380.00	\$ 30.00	\$ 1,380.00	\$ 120.00	\$ 5,520.00	\$ 30.00	\$ 1,380.00
7191250	CATCH BASIN - TYPE 9 MH	EA	8,000	\$ 2,900.00	\$ 23,200.00	\$ 6,500.00	\$ 52,000.00	\$ 4,700.00	\$ 37,600.00	\$ 3,300.00	\$ 26,400.00
7197120	ADJUST MANHOLE	EA	1,000	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	\$ 3,100.00	\$ 3,100.00	\$ 1,320.00	\$ 1,320.00
8041015	RIP-RAP (CLASS A)	TON	7,000	\$ 100.00	\$ 700.00	\$ 125.00	\$ 875.00	\$ 330.00	\$ 2,310.00	\$ 75.50	\$ 526.50
8041020	RIP-RAP (CLASS B)	TON	32,000	\$ 65.00	\$ 2,080.00	\$ 145.00	\$ 4,640.00	\$ 185.00	\$ 5,980.00	\$ 75.50	\$ 2,412.50
8048100	GETOXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 1) TYPE A	SY	9,000	\$ 25.00	\$ 225.00	\$ 25.00	\$ 225.00	\$ 4.35	\$ 39.15	\$ 9.60	\$ 86.40
8048205	GETOXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 2) TYPE B	SY	35,000	\$ 20.00	\$ 700.00	\$ 25.00	\$ 875.00	\$ 4.35	\$ 152.25	\$ 9.60	\$ 336.00
8048210	GETOXTILE FOR EROSION CONTROL UNDER RIPRAP (CLASS 2) TYPE C	SY	8,000	\$ 25.00	\$ 200.00	\$ 28.00	\$ 224.00	\$ 4.35	\$ 34.80	\$ 9.60	\$ 76.80
8051100	STEEL BEAM GUARDRAIL	LF	200,000	\$ 32.32	\$ 6,464.00	\$ 75.00	\$ 15,000.00	\$ 29.66	\$ 5,932.00	\$ 35.30	\$ 7,060.00





DIRT ROADS PACKAGE J PDT-771-IFB-2019

ITEM#	DESCRIPTION	LENGTH (ML)	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		Cherokee Inc.		R & T Grading		Palmco Corp. of Conway		McClain & Associates		
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
8052210	END ANCHOR - TYPE B		EA	4,000		\$ 308.00	\$ 1,232.00								
8091010	RIGHT OF WAY MARKER (REBAR & CAP)		EA	31,000		\$ 150.00	\$ 4,650.00								
8091050	RIGHT OF WAY PLAT		LS	1,000		\$ 11,000.00	\$ 11,000.00								
8100001	PERMANENT VEGETATION		MSY	5,154		\$ 500.00	\$ 2,577.00								
8152004	INLET STRUCTURE FILTER- TYPE F (WEIGHTED)		LF	36,000		\$ 10.00	\$ 360.00								
8152007	SEDIMENT TUBES FOR DITCH CHECKS		LF	230,000		\$ 10.00	\$ 2,300.00								
8153000	SILT FENCE		LF	372,300		\$ 3.50	\$ 1,303.05								
8153090	REPLACE/REPAIR SILT FENCE		LF	372,300		\$ 5.00	\$ 1,861.50								
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE		LF	930,750		\$ 5.00	\$ 4,653.75								
8156200	CLEAN INLET STRUCTURE FILTERS		EA	1,000		\$ 150.00	\$ 150.00								
8156219	INLET STRUCTURE FILTER- TYPE A		LF	8,000		\$ 25.00	\$ 200.00								
8156490	STABILIZED CONSTRUCTION ENTRANCE		SY	1925,000		\$ 5.00	\$ 9,625.00								
<b>Total</b>							\$ 971,292.25			\$ 1,028,290.43			\$ 1,682,511.26		\$ 1,124,335.10



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Dirt Road Package J  
 Date: March 20, 2019  
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Taylor Noeley / PDT	tnoeley@richlandpenny.com	726-6153
Brian King	bking@richlandpenny.com	351-5289
TRACY T GREEN RT CONSULTING INC	TRACY.T.GREEN@rtgma.com	803-629-0984
DAVID PHILLIPS	SiteWorkKoids@USIN.com	803-622-7014
Dale Collier / PDT	dcollier@bstonegroup.com	803-917-6250
BRENT WEAVER / Palmetto Corp	bweaver@palmettoCorp.net	843-365-2156 x233
Jamie Kendall / PDT	JKendall@RichlandPenny.com	803-349-6813
Chris Coogler / Coogler Construction INC		
Rain for Rent	vherrold@rainforrent.com	843-934-8407
Eddie Wolfe / Palmetto Sitework Services	ewolfe@pswsllc.com	803-536-3143



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Dirt Road Package J  
 Date: March 20, 2019  
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Scott Jordan - Armstrong	Scott@armstrongcontractors.com	803-788-1190
John Jordan-Cherokee	jjordan@cherokee-sc.com	803-513-7225
GERARD WALKER - PDT	gwalker@richlandpenny.com	803-726-6151
Rebecca Connelly - PDT Utility	rconnelly@richlandpenny.com	803-605-2389
Charles P. Beam - PDT	cbeam@richlandpenny.com	803-726-6147
Mohammed Al-Tofan	al-tofan.mohammed@richlandcountysc.gov	803-354-0209
Alison Steede RC Trans.	steede.alison@richlandcountysc.gov	576-3574
KIMBERLY TONEY	toney.kimberly@richlandcountysc.gov	(803)
David Beatty	dbeatty@richlandpenny.com	726-6159
Ben Lewis	blewis@richlandpenny.com	726-3614
CL Construction	CLconstruction2013@hotmail.com	803 754-2100
RB Truving & Landings	KLconstruction@gmail.com	803 513.8542

Senap US@yahoo.com 803-586-4879



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Dirt Road Package J

Date: March 20, 2019

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Eric Dent-Dent Brothers Const.	ed36583658@gmail.com	803-897-6949
Justin Tane McClam and Associates	jtane@mcclam.net	803 345 9194
Melissa Watts RC Procurement	watts.melissa@richlandcountysc.gov	803-576-2133
Erica Wade RC OSBO	wade.eric@richlandcountysc.gov	803-576-4540
Margaret Jones RC OSBO	jones.margaret@richlandcountysc.gov	803-576-1550
Cheryl Cawk RC OSBO	cheryl.cawk@richlandcountysc.gov	576-1540

Print this page

### Board: Commercial Contractors

**CHEROKEE INC**  
6928 CHEVAL STREET  
COLUMBIA, SC 29209  
(803) 776-4870

License number: 12263  
License type: GENERAL CONTRACTOR  
Status: ACTIVE  
Expiration: 10/31/2020  
First Issuance Date: 01/01/1992  
Classification: GD5 HI5 WL5  
Qualified By: Financial Statement  
President / Owner: JOHN R JORDAN JR

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervised By**  
**JORDAN JOHN (CQG)**

[File a Complaint against this licensee](#)

#### Board Public Action History:

View Orders

View Other License for this Person

No Orders Found

## CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving ..... AP	Air Conditioning ..... AC
Boiler Installation ..... BL	Electrical ..... EL
Boring & Tunneling (no technical exam) ..... BT	Heating ..... HT
Bridges ..... BR	Lightning Protection ..... LP
Building (BD, LB, UB) * ..... BD	Packaged Equipment ..... PK
Concrete ..... CT	Plumbing ..... PB
Concrete Paving ..... CP	Pressure and Process Piping **** ..... 1P/2P
General Roofing ..... GR	Refrigeration ..... RG
Glass & Glazing ..... GG	
<b>Grading ..... GD</b>	
Highway ** ..... HY	
<b>Highway Incidental (no technical exam) ..... HI</b>	
Interior Renovation (no technical exam) ..... IR	
Marine ..... MR	
Masonry (no technical exam) ..... MS	
Pipelines ..... PL	
Pre-Engineered Metal Buildings ..... MB	
Public Electrical Utility *** ..... 1U/2U	
Railroad (no technical exam) ..... RR	
Specialty Roofing ..... SR	
Structural Framing ..... SF	
Structural Shapes (no technical exam) ..... SS	
Swimming Pools ..... SP	
<b>Water &amp; Sewer Lines ..... WL</b>	
Water & Sewer Plants ..... WP	
Wood Frame Structures ..... WF	

\* **Building (BD):** includes GR, IR, MB, MS, SS, WF.

“**LB**” - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.

“**UB**” - qualifier took Unlimited Building exam.

\*\* **Highway (HY):** includes AP, CP, BR, GD, HI.

\*\*\* **Public Electrical Utility (1U/2U):** “1U” given to those licensed prior to 4/1/99 and can engage in stadium lighting work. “2U” given to those licensed after 4/1/99 and cannot engage in stadium lighting work.

\*\*\*\* **Pressure and Process Piping (1P/2P):** “1P” given to those licensed prior to 4/1/99 and can engage in boiler work; “2P” given to those licensed after 4/1/99 and cannot engage in boiler work.

### \*\*\* DOLLAR LIMITATIONS AND NEW WORTH REQUIREMENTS \*\*\*

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
<b>Group #5</b>	<b>\$Unlimited</b>	<b>\$250,000</b>	<b>\$500,000</b>	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018

**THE SLBE PARTICIPATION GOAL FOR THIS PROJECT IS: 11%**

\$91,347.15

SLBE Name	SLBE Address	Item Number	Description	Quantity	Units	Unit Price	Extension
Greens Landscaping & Lawn Service	2300 Cedar Creek Rd., Blythewood, SC 29016	8100001	Perm Vegetation	5.1500	MSY	\$425.00	\$2,188.75
Greens	Same	8153000	Silt Fence	3723.0000	LF	\$2.00	\$7,446.00
Corley Lawn & Construction	1317 Corley Ford Rd., Columbia, SC 29203	2012000	Clear & Grub	100.0000	HR	\$93.00	\$9,300.00
Corley	Same	2012000	Clear & Grub	320.0000	TN	\$29.30	\$9,376.00
Corley	Same	2023000	Rem & Disp	20.0000	TN	\$190.00	\$3,800.00
Corley	Same	2028600	Rem & Disp	10.0000	HR	\$93.00	\$930.00
Corley	Same	3050104	GABC	435.0000	TN	\$20.66	\$8,987.10
Corley	Same	3050106	GABC	1232.0000	TN	\$20.66	\$25,453.12
Corley	Same	3050108	GABC	253.0000	TN	\$20.66	\$5,226.98
Corley	Same	3069900	Maint. Stone	85.0000	TN	\$20.66	\$1,756.10
Corley	Same	8041015	Rip Rap Cl A	7.0000	TN	\$36.90	\$258.30
Corley	Same	8041020	Rip Rap Cl B	32.0000	TN	\$36.90	\$1,180.80
Corley	Same	8156490	Stab Const Ent	80.0000	TN	\$29.30	\$2,344.00
Construction Support Services LLC	PO Box 90408, Columbia, SC 29290	8091010	Right of Way Marker	31.0000	EA	\$100.00	\$3,100.00
Const Supp	Same	8091050	Right of Way Plat	1.0000	LS	\$10,000.00	\$10,000.00
<b>Total:</b>							<b>\$91,347.15</b>

**RICHLAND COUNTY GOVERNMENT  
DEPARTMENT OF TRANSPORTATION**

2000 Hampton Street, Suite 3014, Columbia, SC 29204  
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045  
richlandcountysc.gov



## **Agenda Briefing**

### **Background Information:**

Holt Consulting Company LLC., is requesting a wage rate increase per the Consumer Price Index (CPI).

### **Recommended Action:**

Staff has no recommendation at this is time and is requesting guidance from Council.

### **Fiscal Impact:**

The Fiscal impacts would be determined by which funds (General or Penny) are utilized for the wage rate increase and if these are allowable expenses per the Department of Revenue.

### **Attachments:**

A document is attached which illustrates the breakdown each position's current hourly rate and the requested hourly rate.

