

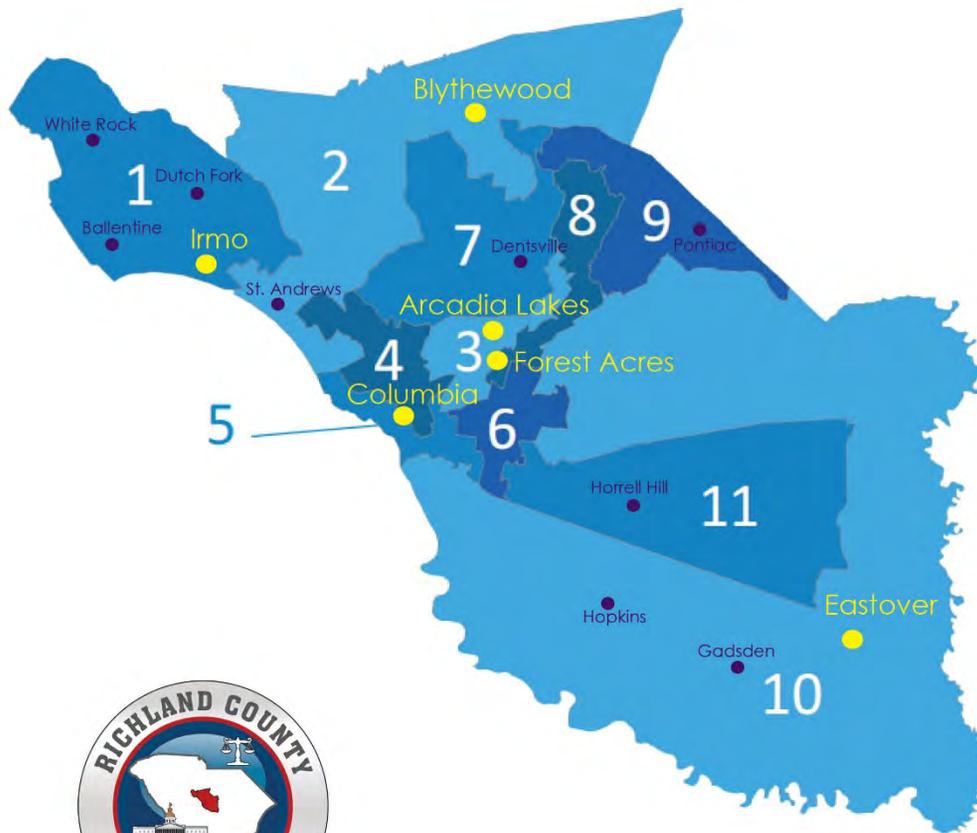
RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, JUNE 05, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Council

Regular Session
June 05, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. CALL TO ORDER

The Honorable Joyce Dickerson,
Chair Richland County Council

a. Roll Call

2. INVOCATION

The Honorable Jim Manning

3. PLEDGE OF ALLEGIANCE

The Honorable Jim Manning

4. PRESENTATION OF PROCLAMATION

a. A Proclamation Honoring the Employees of Richland
County Emergency Medical Service

The Honorable Joyce Dickerson

5. APPROVAL OF MINUTES

The Honorable Joyce Dickerson

a. Special Called Meeting: May 14, 2018 [PAGES 11-14]

b. Regular Session: May 15, 2018 [PAGES 15-37]

c. Zoning Public Hearing: May 22, 2018 [PAGES 38-41]

d. Special Called Meeting: May 24, 2018 [PAGES 42-53]

6. ADOPTION OF AGENDA

The Honorable Joyce Dickerson

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

Larry Smith,
County Attorney

a. Employee Grievance

- b. Potential Opioid Litigation
- c. Proposed Cedar Cove/Stoney Point Sewer Agreement

8. CITIZENS' INPUT

The Honorable Joyce Dickerson

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

9. REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

Dr. Sandra Yudice,
Assistant County Administrator

- a. Columbia-Richland Fire Strategic Plan [PAGES 54-98]
- b. Recognition of Richland County Fleet Manager Bill Peters
- c. Assignment of Solid Waste Collections Contract [ACTION] [PAGE 99]
- d. Payment of Chao and Associates Reimbursement for Land Acquisition [PAGES 100-104]
- e. Contractual Matter-Property Acquisition

Chief Aubrey Jenkins

Brittney Hoyle, Risk Manager

10. REPORT OF THE CLERK TO COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Upcoming Budget Meetings:
 - June 7 - Public Hearing and 2nd Reading of the Budget
 - June 14 - 3rd Reading of the Budget
- b. Community Relations Council's 54th Anniversary Luncheon, June 27, 12:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street

11. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- b. Personnel Matter: Clerk to Council Contract
- c. Council Work Session - Utilities and Sewer Rates, June 19, 2:00 - 4:00 PM, 4th Floor Conference Room

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto

13. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 18-007MA
Phil Savage
RU to NC (3.95 Acres)
2241 Dutch Fork Road
TMS # R01507-02-01 [SECOND READING] [PAGES 105-106]
- b. 18-012MA
LM Drucker
OI to RS-LD (.71 Acres)
1344 Omarest Drive
TMS # R07405-06-05 [SECOND READING] [PAGES 107-108]
- c. 18-013MA
Derrick J. Harris, Sr.
RU to Li (1.83 Acres)
7708 Fairfield Road
TMS # R12000-02-22 [SECOND READING] [PAGES 109-110]
- d. 18-014MA
Jermaine Johnson
RS-MD to MH (.26 Acre)
7901 Richard Street
TMS # R16212-12-01 [SECOND READING] [PAGES 111-112]
- e. 18-015MA
Charlotte & Randy Huggins
RU to GC (.59 Acres)
Horrell Hill Road
TMS # R24700-09-02 [SECOND READING] [PAGES 113-114]
- f. Council Motion: Move forward with the feasibility of placing a hospital/emergency care facility in the Lower Richland Community. Note: It is mentioned in the Renaissance Plan but no solid documentation has been

presented. This motion will start the process of working with the healthcare community of developing a plan and placing a facility in the Lower Richland community [N. JACKSON] [PAGES 115-116]

- g.** Airport Planning and Engineering Consultant Selection [PAGES 117-121]
- h.** Recommended award of electronic waste (e-waste) recycling contract [PAGES 122-126]
- i.** Meridian Dr/Miramar Dr Sidewalk Project [PAGES 127-131]
- j.** Homes of Hope Affordable Housing Development [PAGES 132-134]

14. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a.** 18-008MA
Tony Cates
RU to GC (17.3 Acres)
1045 Marina Road
TMS # R02414-01-04 [PAGES 135-136]
- b.** An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 137-173]
- c.** 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 Reign Living LLC; and other related matters [PAGES 174-192]

15. SECOND READING ITEMS

The Honorable Joyce Dickerson

- 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) [PAGES 193-202]

16. FIRST READING ITEMS

The Honorable Joyce Dickerson

- a. 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 [BY TITLE ONLY] [PAGE 203]
- b. 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 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 [BY TITLE ONLY] [PAGE 204]

17. REPORT OF ADMINISTRATION & FINANCE COMMITTEE

The Honorable Paul Livingston

- a. Solid Waste Curbside Collection Services Contract Extension, Service Area 2 [PAGES 205-238]

18. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- a. Lease of the C.R. Neal Dream Center [PAGES 239-248]

19. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

20. NOTIFICATION OF APPOINTMENTS

- a. Board of Zoning Appeals - 2
 - 1. William C. Simon, Jr. [PAGES 249-253]
 - 2. Jason Branham [PAGES 254-255]
 - 3. Frazier Ben Beatty [PAGES 256-265]

b. Board of Assessment Appeals - 2

1. Beverly B. Jacobs [PAGES 266-267]

2. Eric Grant [PAGES 268-269]

21. ITEMS FOR ACTION FROM RULES AND APPOINTMENTS

- a. Move that the Rules & Appointments Committee review the current County Council Rules and offer amendments for consideration by Council that would clarify exactly how County Council voting will occur with specific reference to how a non-vote (i.e. not a "yes", "no" or "abstain" vote) from a member present at the meeting shall be counted or not counted [PEARCE] [PAGES 270]

22. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin "Chip" Jackson

- a. Approval for studying and installing safety measures to Longwood Road [PAGES 271-302]
- b. Approval for resurfacing and analyzing Shared Use Paths for Pineview Road and Bluff Road Phase 2 [PAGES 271-302]
- c. Approval for staff to draft a letter to SCDOT for Council's review regarding the \$52.5 million for the I-20/Broad River Interchange
- d. Approval of the Bluff Road Phase I Final Change Order [PAGES 303-309]
- e. Approval of the Gills Creek Greenway Section A Final Design [PAGES 310-330]
- f. Approval for staff to pursue the 2018 BUILD Grant Application for Shop Road Extension Phase 2 [PAGES 331-342]
- g. Approval of the 2017 Annual Report [PAGES 343-354]
- h. Approval of the PDT managing the Dirt Road Program

23. OTHER ITEMS

The Honorable Joyce Dickerson

- a. FY18 - District 3 Hospitality Tax Allocations [PAGES 355-356]

24. CITIZENS' INPUT

The Honorable Joyce Dickerson

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

25. EXECUTIVE SESSION

Larry Smith,
County Attorney

26. MOTION PERIOD

- a. Move to establish guidelines for dedications at the Decker Center, to include how they will be funded.

- b. As a result of action taken by Council at its May 24 Special Called Meeting, planning for two “mission critical” projects associated with the Richland Renaissance Program were suspended: 1) The Sheriff’s Department “package” (i.e, Laboratory, evidence storage and 911 Call Center), and 2) The Emergency Management Services (EMS) Emergency Operations Center (EOC). This Motion directs the staff to proceed with making a recommendation to Council as to where these projects should be located with an accompanying plan for moving forward with construction at the earliest possible date.

The Honorable Joyce Dickerson

The Honorable Greg Pearce

27. ADJOURNMENT



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



Richland County Council

SPECIAL CALLED MEETING
May 14, 2018 – 2:30 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Beverly Harris, Trenia Bowers, Brad Farrar, Larry Smith, Michelle Rosenthal and Melissa Watts

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 2:30 PM.

Ms. Dickerson stated that Mr. Manning had informed the Clerk of Council’s Office and herself that he is out of town and will not be in attendance at today’s meeting.

2. **ADOPTION OF THE AGENDA** – Mr. C. Jackson moved, seconded by Mr. Pearce, to adopt the agenda as published. The vote in favor was unanimous.

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

The vote in favor was unanimous.

3. **EXECUTIVE SESSION:**

Mr. Smith stated there was one item on the agenda for Executive Session, which is a Personnel, Contractual and Potential Litigation matter regarding the County Administrator.

Mr. Livingston moved, seconded by Ms. Kennedy, to go into Executive Session.

In Favor: Pearce, Kennedy, Livingston, Seth and McBride

Opposed: Malinowski, C. Jackson, Myers, Dickerson and N. Jackson

The motion failed to go into Executive Session.

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

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

Opposed: Malinowski, C. Jackson, Myers and Dickerson

The vote was in favor of reconsideration.

Mr. Livingston moved, seconded by Ms. Kennedy, to go into Executive Session.

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

Opposed: Malinowski, C. Jackson, Myers and Dickerson

The vote was in favor of going into Executive Session.

*Council went into Executive Session at approximately 2:35 PM
and came out at approximately 3:38 PM.*

Mr. Livingston moved, seconded by Mr. Malinowski, to come out of Executive Session.

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

The vote in favor was unanimous.

Mr. Livingston moved to recess the meeting.

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

The vote was in favor to recess the meeting.

Council recessed the meeting at 3:39 PM and reconvened at 4:00 PM.

Mr. Livingston moved, seconded by Mr. Pearce, to go back into Executive Session.

*Council went into Executive Session at approximately 4:00 PM and
came out at approximately 4:13 PM.*

Ms. Kennedy moved, seconded by Mr. Pearce, to come out of Executive Session.

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

The vote in favor was unanimous to come out of Executive Session.

- a. **Potential Litigation: Personnel/Contractual Matter** – Ms. Dickerson stated the firm offer to settle made by Mr. Seals has been accepted and approved. She moved, seconded by Ms. Myers, to authorize our attorneys to sign the agreement on Council's behalf.

Mr. Smith stated the first motion would be to approve the settlement. There are two steps.

Ms. Dickerson stated the firm offer made by Mr. Seals has been properly accepted and approved.

Ms. Myers moved, seconded by Mr. Pearce, to accept the settlement offer proffered by Mr. Seals, and his attorneys, as discussed with Council by its attorneys.

In Favor: C. Jackson, Myers, Pearce and Kennedy

Opposed: Malinowski, Dickerson, N. Jackson and Livingston

Special Called Meeting

May 14, 2018

2

The motion failed.

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

Mr. Smith stated, to the extent that Ms. McBride did not cast a vote, and she was at the dais, her vote is counted on the prevailing side in particular situation.

Mr. Pearce stated because Ms. McBride did not vote she is on the prevailing side; therefore, she has the right to make the reconsideration motion.

Mr. Smith stated, if she did not vote, her vote is cast on the prevailing side because she did not get the chance to cast the vote.

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

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

Opposed: Malinowski, Dickerson and N. Jackson

The vote was in favor of reconsideration.

Ms. Myers moved, seconded by Mr. Pearce, to accept the settlement offer provided by Mr. Seals, and his attorneys, as described to Council by their attorneys in Executive Session.

Mr. C. Jackson stated, given the alternatives of this situation, where we are in the process, and what has happened to this point, it is disappointing that we even have to take this vote, at this time, in order to make this determination. But, as I represent the citizens of Richland County, and those in District 9 specifically, he thinks what is in the best interest of those he represents is to in fact to support the motion, though he does not agree with everything in the motion. But, to support the motion because the greater cause of moving forward as a County Council, and as a County, is more important than our own individual opinion about the actual document before Council tonight. He will support it, not because he agrees with everything in it, but because he believes it is in the best interest of Richland County, based upon what has been presented to him, and the other alternatives.

Mr. Pearce thanked Mr. C. Jackson for his comments and he concurred 100% with him.

In Favor: McBride, Pearce, Kennedy, Myers and C. Jackson

Opposed: Malinowski, Dickerson, Livingston and N. Jackson

The vote was in favor.

Ms. Myers moved, seconded by Mr. Livingston, to authorize the attorney to sign the agreement on Council's behalf.

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

Opposed: Malinowski, Dickerson and N. Jackson

**Please Note: Mr. Rose was not present for the vote to authorize the settlement agreement.

Special Called Meeting

May 14, 2018

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4. **ADJOURNMENT** – The meeting adjourned at approximately 6:20.



Richland County Council
Regular Session
May 15, 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, Jamelle Ellis Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Tim Nielsen, Trenia Bowers, Michael Niermeier, Nathaniel Miller, Quinton Epps, Kecia Lara, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Sandra Haynes, Stacey Hamm, Chris Eversmann, Ismail Ozbek, Geo Price, Laura Renwick, and Brad Farrar

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Gwen Kennedy.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Gwen Kennedy.

4. **APPROVAL OF MINUTES**

- a. **Special Called: April 9, 2018** – Ms. Myers moved, seconded by Mr. Pearce, to approve the minutes as submitted.

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

The vote in favor was unanimous

- b. **Regular Session: May 1, 2018** – Mr. Manning moved, seconded by Ms. Myers, to approve the minutes as submitted.

Mr. Pearce moved, seconded by Mr. Manning, to reconsider Item 14(b) “An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein”.

Ms. McBride stated we have spent a great deal of time on this particular cat diversion ordinance. She thinks it is irresponsible for us to spend any additional time on it. When we have kids out there that are hungry and need medical attention. This has been vetted beyond vetted. Furthermore, she thinks it is a

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May 15, 2018

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disservice to our staff, and particularly our Director of Animal Services, to question her ability and her integrity, in terms of the reason that we are asking for a reconsideration. She thinks this reconsideration is discriminatory. She would ask that her Councilmembers support her in not reconsidering this. She has used the same language that the City of Columbia used for their cat diversion program. Their cat diversion program was given as a model program. Richland County is using that same program, but yet you question the integrity of Richland County Council person. You question the integrity of our Director of Animal Services that we cannot make a discretionary decision. The voters voted on us to make good choices and for us to go over this again and again when we have come to a good compromise. Nobody wants to seek cats killed. She supports the neuter-trap-return program. She also support the rights of citizens to protect their property. But in compromising, she gave into that. The only thing that we requested is that we follow the City of Columbia's cat diversion program. So, she cannot see the need for reconfirming this. She just asks her colleagues to support her and our Director of Animal Services.

Mr. Pearce stated his motion was to reconsider this item. The item is not up for debate until it is reconsidered. Therefore, he does not feel it would be appropriate for him to go into a debate unless the item is reconsidered. If the item should be reconsidered then he will be prepared to enter into a conversation regarding his reasons for wanting to reconsider this. He thinks they are some valid reasons. He does not think it is consistent to compare the City of Columbia with Richland County; therefore, he is prepared to discuss that, if the item can come back before us.

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

Opposed: McBride, Dickerson and Kennedy

The vote was in favor.

Mr. Pearce recommended that it be placed under Third Reading items for consideration, at the appropriate point in the agenda.

Mr. Farrar stated it would be appropriate to place it under Third Reading items.

Mr. Manning moved, seconded by Mr. C. Jackson, to approve the minutes as amended.

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

The vote in favor was unanimous.

- a. Special Called: May 7, 2018 – Mr. Pearce moved, seconded by Ms. Myers, to approve the minutes as submitted.

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

Abstain: Manning

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

5. **ADOPTION OF AGENDA** – Mr. C. Jackson apologized to his colleagues for the late request for an addition. He moved to amend the agenda to add the following item entitled “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 amend Ordinance Sec. 2-525(H) {By Title Only}. Mr. Pearce seconded the motion.

Ms. Dickerson requested that Mr. C. Jackson restate the motion.

Mr. C. Jackson stated it is coming from a request from Richland I and Richland II School Districts to request Council to look at and consider the way in which the County funds their budgets and consider an alternative way of funding.

Mr. Malinowski inquired as to why it does take the normal process and get placed on as a motion, sent to a committee, in this case the Budget Ad Hoc Committee.

Mr. C. Jackson stated because we will be having the First Reading on the budget, which did not include this. With this having 3 readings, it would fall behind our Third Reading on approving the budgets for the school districts. That is why we wanted to add it for Title Only tonight.

Mr. Malinowski stated they have known for a year...

Mr. C. Jackson stated it is his fault. He did not get it in in time. It is not Richland I or Richland II’s error.

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

The vote in favor was unanimous.

A discussion took place regarding where to place the item on the agenda since there was not a section titled “First Reading Item”. It was decided to added it as the last item under the “Approval of Consent Items”

Mr. N. Jackson inquired about the minutes from the May 14, 2018 Special Called Meeting.

Ms. Onley stated the minutes have not been prepared yet.

Mr. N. Jackson stated, for clarification, what was discussed at the meeting is not final until after the minutes are read, correct? He stated the vote was not clinched; therefore, nothing is final until after the minutes have been approved.

Ms. Dickerson stated this item was not before Council.

Ms. Myers stated we authorized a contract to be executed.

Mr. Farrar stated the key is that this is not before Council.

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

Opposed: Malinowski

The vote was in favor of adopting the agenda as amended.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized the Clerk of Court, Jeannette McBride, was in the audience. She introduced the new COMET Executive Director, John Andoh. She also recognized Roger Leaks, a COMET Board Member, was in the audience.

PRESENTATION OF PROCLAMATION

6.

- a. A Proclamation Honoring “National Public Works Week”, May 20-26, 2018 – Mr. Malinowski presented a proclamation to Mr. Ozbek in honor of National Public Works Week.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that former Lt. Gov. Bob Peeler was in the audience.

7.

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

- a. Personnel Matter
- b. Employee Grievance
- c. Contractual Matter: Land Purchase
- d. Potential Property Purchase: Township Auditorium

8.

CITIZENS’ INPUT: For Items on the Agenda Not Requiring a Public Hearing:

Ms. Robin Driggers spoke regarding Mr. Seals Settlement Agreement.

Ms. Barbara Roach, Ms. Queen Bonaparte, Mr. Howard Johnson, Mr. Franklin DuBose, Mr. Roger Leaks, Mr. Robert O’Brien, Mr. Richard Brown, and Ms. Elaine DuBose spoke about Code Enforcement concerns.

Mr. Allan Brown spoke regarding the Renaissance Plan and Transportation Penny Program.

POINT OF PERSONAL PRIVILEGE – Ms. Kennedy thanked her residents for coming out and talking about the issues occurring in the district.

9.

REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

- a. “Richland Renaissance” SCAC Article – Dr. Yudice stated staff is seeking Council’s direction on whether or not to proceed with submitting an article on Richland Renaissance to the SCAC for the July FOCUS Magazine. The Association wants to feature the project as a cover story. The deadline to submit the article is June 1st.

Mr. Manning moved, seconded by Mr. Malinowski, to respectively request deferment or postponement to a later issue. We had a couple items that were going to be on the agenda tonight that have been removed. There is a motion, at the end of the agenda, about referring some of these pieces for further consideration. We have had someone come up and speak this evening. We have heard from the Richland County Bar Association about additional public input.

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

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

The vote was in favor.

- b. Donation of Property – Dr. Yudice stated the County received an offer from Mr. Harold Williams to donate 5.23 acres of land to the County. The parcel is located in Council District 7 and abuts the Kilian Commons Parkway. Staff’s review of the site indicated there is a detention pond located on the side. County records indicated the property was last sold on March 2018 for \$20,000. This is being presented to Council for direction on whether or not to accept the property. If approved, staff would conduct its due diligence prior to accepting the property. She stated she talked to Mr. Williams and inquired what the reason for donating. He stated he just wanted to donate the property to the County. She also inquired if he was aware of any issues on the property. He responded he does not know of any issues on the property.

Mr. Malinowski moved, seconded by Mr. N. Jackson, to send to the D&S Committee for vetting, prior to accepting the property.

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

The vote in favor was unanimous.

- c. Potential Property Purchase: Township Auditorium – This item was taken up in Executive Session.

10. **REPORT OF THE CLERK OF COUNCIL**

- a. County Administrator Public Hearing, May 16, 3:00 PM, Council Chambers – Ms. Roberts stated the public hearing has been cancelled.
- b. Wheatley Library Re-Opening Ceremony, May 16, 10:00 AM, 931 Woodrow Street – Ms. Roberts stated the Wheatley Library Re-Opening ceremony is scheduled for Wednesday, May 16th at 10:00 AM.
- c. Shop Road Widening Public Meeting, May 17, 5:00 – 7:00 PM, Olympia Learning Center, 621 Bluff Road – Ms. Roberts stated the Shop Road Widening Public meeting is scheduled for Thursday, May 17th from 5:00 – 7:00 PM at the Olympia Learning Center.
- d. Budget Work Sessions, May 17 – Grants; May 24 – Millage Agencies/General Fund, 3:00 – 5:00 PM, Council Chambers – Ms. Roberts stated the budget work sessions are scheduled for May 17th and May 24th from 3:00 – 5:00 PM. The May 17th work session will cover Grants and the May 24th work session will cover the millage agencies and the General Fund.

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May 15, 2018

- e. Broad River Road Gateway Signage Dedication, May 21, 11:30 AM – Ms. Roberts stated the Broad River Road Gateway Signage Dedicated is scheduled for May 21st at 11:30 AM. The location is to be determined.
- f. National Public Works Week BBQ, May 23, 11:30 AM, Public Works Complex, 400 Powell Road – Ms. Roberts stated the Public Works Week BBQ is scheduled for May 23rd at 11:30 AM at the Public Works Complex on Powell Road.
- g. 2020 Census Update – Ms. Roberts stated this item was deferred to the June 19th for additional information.

11. **REPORT OF THE CHAIR**

- a. Personnel Matters – Ms. Dickerson stated the first personnel matter relates to the Clerk of Council’s contract. The attorney has not completed the review of the contract. She is in hopes this item will be ready to move forward at the June 5th Council meeting.

The Richland County Administrator formally resigned yesterday, May 14th. She believes it is imperative the Count begins the search process, as quickly as possible.

Mr. Rose moved to direct the Personnel Director to begin a National search for the next County Administrator.

Ms. Myers made a friendly amend to have the HR Director bring back suggested firms to Council who would hand the search before directing him to move forward with a National search.

Mr. Rose accepted the friendly amendment.

Mr. C. Jackson seconded Mr. Rose’s motion.

Mr. Manning stated Council had already begun that process. The process was interrupted.

Mr. Manning made a substitute motion, seconded by Mr. N. Jackson, to continue with the process that Council had already been in about a 1 ½ years ago.

Ms. Myers stated, at the point where we made the change, there was concern about the firm that was handling the search and whether they had a broad enough scope. She would be more comfortable with going back and starting from the beginning and getting a firm that we all agree on.

Ms. Dickerson stated she could not support Mr. Manning’s substitute motion because there are 4 new Council members that were not a part of the process. She would agree to start the process all over.

Mr. N. Jackson stated he is now hearing that the firm was properly qualified or there was a problem with the firm. If we already started with a firm and they have all the information we needed. He does not think the criteria has changed. Why would we try to find another firm, if we already have a firm we have paid and involved in knowing the criteria we wanted. He thinks this will expedite the firm.

Mr. Pearce stated, historically, in looking for Administrators, we have begun the process by developing a job description for the Administrator of what we are looking for. He inquired if Mr. Manning's intent is to use the original document or is the intent to use the document and the firm.

Mr. Manning stated his understanding was that had already done, in working with the firm. Council met with the firm twice and the process was interrupted. His motion is to continue in what we were doing, at time, when we had started the whole process.

Ms. Kennedy stated, since she was not here, she would like to know who the firm was that Council had chosen before.

Ms. Dickerson stated she did not recall. She stated even though we started that process, and it was interrupted because we hired a person, which ended that process, so, in her opinion, the process was ended when we hired the previous Administrator.

Mr. Livingston called for the question.

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

The vote in favor of calling for the question was unanimous.

In Favor: N. Jackson

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

The substitute motion failed.

Ms. Dickerson requested Mr. Rose restate his motion.

Mr. Rose stated the motion was to direct staff to bring back a list of firms to begin a National search.

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

Abstain: Manning

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

- b. NOBCO Briefing – Ms. Roberts presented a PowerPoint regarding the recent NOBCO Annual Economic Conference she and Ms. Dickerson attended in Prince George's County, Maryland.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Project Reign;

and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-004MA, Olman Lobo, GC to LI (1.93 Acres), 10535 Farrow Road, TMS # R17500-02-02 [THIRD READING]
- b. 18-005MA, Salman Muhammad, HI to LI (3 Acres), 10500 Farrow Road, TMS # R17500-03-02 [THIRD READING]

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

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

The vote in favor was unanimous.

- c. 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 amend Ordinance Sec. 2-525(H) [FIRST READING BY TITLE ONLY] – Mr. C. Jackson stated this clearly was an attempt by Richland School Districts I and II to make sure, in going forward, they present a budget that speaks to the needs of their distinctive school districts, while at the same time, recognizing the appropriate funding source and mechanism to get those funds. Council has in the past, prior to his arrival, has set a millage for the school districts. Other times we have asked them for a dollar amount. Sometimes we have asked them for a combination of both. Richland I and II came and spoke, and several of you, and asked if they could propose a way to receive funding that would be more consistent, and would put the onus on them to be responsible for the revenues they ended up with. Mr. C. Jackson requested permission to allow Dr. Harry Miley and Mr. Ed Carlon to speak briefly to share with Council what they are going to recommend.

Dr. Miley stated what this ordinance amendment would do is to get the process with Richland County approving our millage rate more in line with the State law. It also would provide more direction to us. It does not change your approval. You would still approve our millage rate, as the State law recommends. The school district would come to Council with a proposed budget. They would go through their own budget process, at their respective boards. What they would be asking Council to vote on, as authorized by law, is a millage rate. And, with that millage rate, they would be responsible for appropriating the funds. One of the things that is unique with their entities, they are all lumped together as millage agencies. The millage rate that Council approves factors into about 35% of their total budget. Whereas, a lot of the other millage agencies, Council's direction and decisions are basically their entire budget. The districts get 60% of their funds from the State. One of the items that is included in the budget that Council has approved in the past, is actually a State allocation. They are asking to focus on what is generated by County millage. Council will approve or disapprove the requested millage rate.

Mr. C. Jackson moved, seconded by Ms. Myers, to approve this item for First Reading by Title Only.

Mr. Malinowski stated he would like some additional information and provided to us. It sounds like we will be changing an entire budget process for one group. What happens when the next group comes in

and claims we are not doing something they do not like? He would like some input from the Auditor.

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

Opposed: Malinowski

The vote was in favor.

14. **SECOND READING ITEMS**

- a. 18-008MA, Tony Cates, RU to GC (17.3 Acres), 1045 Marina Road, TMS # R02414-01-04 – Mr. Malinowski stated he requested this item be deferred to this date, so the group would have time to get the covenants signed and in place. He was told the covenants have been signed, but he has not seen them yet. He would like to see them prior to 3rd Reading.

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

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto –

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

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

Opposed: Malinowski, Pearce, Manning, N. Jackson and Rose

The vote was in favor.

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein – Mr. Pearce apologized to Ms. McBride. He stated the reason this was carried over was because he was negligent in his preparation on the last reading. He takes full responsibility for being the one to, unfortunately, have his colleagues to consider this again.

Mr. Pearce stated every ordinance Council passes is important to him, and when we are looking at an ordinance that affects the life of animals, he cannot help but be moved by the fact that we would want to get an ordinance that the policy adopted would be the best possible policy we can pass. A lot has been said about the City of Columbia and the wording of their policy, but we are not the City of

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Columbia. We do not own the animal shelter. We do not provide the medical care for the cats. What we do is follow a procedure. The procedure is: They pick up the animals and take them to the animal center, where a medical assessment is provided. They make a determination if the cat is healthy. If the cat is healthy, under the policy, they are going to perform surgery, neuter and vaccinate the cat, and clip its ear to identify it as a neutered cat. If the cat is severely injured or extremely sick then the cat is going to be euthanized, but they make the determination on that at the shelter. If the cat is healthy then we pick up the cat and return it to the community. So, the ordinance we passed says treatment and return of any cat in the program, shall be subject to the discretion of the Richland County Director of Animal Care. We are not in a position to make a determination about that. Our ordinance states we should pick up the cat and transport it. The City of Columbia has gone on record, and the Mayor has even put it in his State of the City Address, they will be a no-kill facility by the end of 2018. They are not going to euthanize any healthy, adoptable, treatable animal. So, that shelter, that we do not own, is not going to euthanize a healthy, treatable animal. For us to include in our ordinance, and what he is asking for, is strike the phrase, "treatment and return of any cat in the program, shall be subject to the discretion of the Richland County Director of Animal Care." Mr. Rose seconded the motion.

Ms. McBride stated she agreed with everything that Mr. Pearce has said. All of this in the ordinance that we passed at the last meeting. Nothing has changed. Additionally, the ordinance we have is the same one that the City of Atlanta has. The only thing that it says is the treatment and return of any cat in the program, shall be subject, it did not say it had to be, but it should be subject, if necessary. We have a very qualified Director of Animal Services, who has done an excellent job, loves cats and loves all animals. She would do nothing to hurt an animal. What Mr. Pearce has is nice, procedurally, but this is what this does. Ms. Haynes would know about these policies because she handles all of this for Richland County, and works directly with Columbia. She can tell you this is not different from what they have.

Ms. Haynes stated the sole discretion is not about putting any animal to sleep. The sole discretion is for special circumstances, where a healthy cat cannot be placed back where we picked up from. For example, a situation they are presently dealing with at a daycare. They are having problems with the cat feces in the yard. What we need to do is to be able to move them to another feeder location where these people are willing to introduce these cats into their colony. The sole discretion is for public health and safety. It is not about the medical treatment or if a cat is injured. That is left up to the City. When it is a healthy animal and the City will not put it to sleep, but we need to do something with it then she does need some discretion because it cannot go back to that community.

Ms. Kennedy stated she agrees totally with Ms. McBride and Ms. Haynes.

Mr. Pearce stated if a cat is taken to the shelter and deemed healthy, but you cannot place that cat back into the community, then the cat dies. Is that correct?

Ms. Haynes stated they will find a place for it. It will not die.

Mr. Pearce stated, respectfully, that is not included or addressed in the ordinance that would, in fact, would take place. And, if a healthy cat could not be placed that cat would be euthanized in the shelter. If we do not take it back, it's healthy and it's left in the shelter, they will put it to sleep, right?

Ms. Haynes stated with the discretion to move it somewhere else, if it is healthy it will not be left at the shelter to be euthanized.

Ms. Myers stated currently the way it works with our ordinance is Ms. Haynes uses her discretion to take the cats to a colony where there is a known feeder and other TNR cats in that area.

Ms. Haynes stated that is correct, with the permission of the colony owners.

Ms. Myers stated she supports taking care of the cats, dogs, and animals in our community, but she also respects Ms. McBride's right to disagree with me. She would like for those that do disagree with her be a little more respectful of her right to disagree. She stated she is going to vote for the cats to be saved, but she would not like to see Ms. McBride vilified if she disagrees.

Ms. Kennedy stated she is not for killing any animals. She inquired, for clarification, if these animals are being taken back and put in people's yards that do not want them.

Ms. Haynes stated the cats will be returned to the community.

Mr. Pearce stated the phrase that was added, "Treatment and return of any cat program shall be subject to the discretion of Richland County Director of Animal Care" is not a discretion. The way it works is they transport the animal there. The treatment decision is made at the City shelter. If the cat is deemed severely ill, injured, etc., they will euthanize the cat. If the cat is healthy, they are going to neuter it, vaccinate it and clip its ear, so they know it is a TNR cat, and wait for the County to come pick it up to take it back to its community.

Mr. Livingston inquired if Ms. Haynes has the discretion on whether the animal is treated.

Ms. Haynes stated the treatment Ms. McBride was referring to in her amendment at the last meeting was not medical treatment.

Mr. Pearce stated he is referring to medical treatment and that is what is implied in the ordinance.

Mr. Livingston stated if we clarify whether it is medical treatment or other treatment then we will not have a problem. He inquired about what kind of treatment Ms. McBride was referring to.

Ms. McBride stated there is medical treatment and the treatment of taking it somewhere else. Maybe a better treatment would be "care."

Ms. Kennedy stated she is still not happy about the cats being returned to the community after they are neutered.

Ms. Haynes stated the cats will be returned to the community, not necessarily the address it was picked up from.

Ms. McBride stated, the ordinance Mr. Pearce has presented us with, is the one that requires the cats to be returned to the community. Ms. Haynes' is trying to help in case there is a rare incident, like the childcare facility she mentioned, so that someone would have some discretionary power. It does not do anything but make the program better. Many citizens do not agree. They believe their property rights are being violated. We have worked together to come to a compromise, so that we can pass the Trap-Neuter-and Return. We have worked hard to get this far. And now to mirror Columbia's Cat Diversion Program that what Richland County needs. We respect the City of Columbia Animal Care Director, let's

respect our Director. Let's give her the same rights the City has given their Director.

Mr. Rose stated he respects Ms. McBride's opinion. He stated this is a trap and release program that was designed to alleviate the issue, if we simply allow it to work. In previous debates, we talked about contacting the property owner to ask if the cat could be returned. If the answer was no, it was his understanding the cats were left at the City of Columbia Animal Shelter. Then if they were not adopted out, they were euthanized. What he struggles with, now, is to hear there are feeders or colonies that we can take cats to when it has been on the record that we have simply left them at the shelter and not taken them to a feeder colony. He thinks we should simply allow the program, that there is much research on, to work, which will alleviate the issue. For the reasons he cited, he thinks the discretion should be removed. We are simply in the transportation business. This is our program. We should transport them to the City. The Mayor has stated they will be a no-kill shelter by the end of the year.

Mr. Livingston inquired if the treatment Ms. Haynes is referring to what is done with the animal once it leaves the shelter.

Ms. Haynes responded in the affirmative. The cat is not going to stay at the shelter to be euthanized.

Mr. Livingston inquired if changing the word "treatment" to "the return of the cats" will fix the ordinance.

Ms. Haynes stated if treatment is confusing, then it will.

Mr. Pearce stated the City of Columbia Director of Animal Services has been directed by the City Council to not kill. The City's Director is not operating under the same rule as the County because we have not directed our Animal Services no-kill. He inquired about how many cats that were taken to the shelter were euthanized.

Ms. Haynes stated she does not know because Pawmetto Lifeline and the City of Columbia has been returning the cats to the community.

Mr. Pearce stated, his point is, whether it is 1 or 400, cats are still being euthanized at the City shelter because they are not being returned.

Ms. Haynes stated that is not true. They are taking all the cats back out.

Mr. Pearce stated, if everything is working great, you do not need the added phrase.

Ms. Haynes stated it is working great, but it is not working great for the circumstances she is talking about. They cannot just put them back at a daycare center.

Mr. Pearce moved, seconded by Mr. Rose, to remove the line, "Treatment and return of any cat program shall be subject to the discretion of Richland County Director of Animal Care."

Mr. C. Jackson stated someone who has evidence of abuse or euthanization, it appears to be someone other than our Director. If she is not getting accurate information from the City. That disturbs him. If you are going to make a sound decision, you need all of the information to make the best decision. The second point, is that, if in fact, we are listening to a scenario where a healthy cat would not be allowed

back, for example, at a daycare. In those isolated situations, he did not hear a solution coming from the group, if we took the discretion from the Director, of what to do with the healthy cat. He stated he guess we close our eyes and not think about that. He would think a process like this, though he would agree with Mr. Rose, to some extent, should be given an opportunity to operate, then give it an opportunity to opportunity as it exist now and allow it to be revisited. Just as Mr. Pearce asked the question about how many cats have been euthanized, we can also ask the question in 3 months, how many cats have been relocated or done something differently than the ordinance says.

Mr. N. Jackson stated the objective is no-kill. He is trying to determine which version would allow the euthanization of the cats.

Ms. Haynes stated neither one of them will cause the cat to be euthanized.

Mr. Livingston requested Mr. Pearce to restate the motion.

Mr. Pearce stated the motion is to simply strike the following language: "Treatment and return of any cat program shall be subject to the discretion of Richland County Director of Animal Care."

Ms. Myers inquired if we take her discretionary are we going to end up killing cats.

Ms. Haynes stated the cats will not be killed. She will find them another place for them.

Ms. Myers stated whether we give Ms. Haynes the discretion or not she still has to return the cat to the community and/or feeder colony.

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

Opposed: Kennedy, Livingston and McBride

The vote was in favor.

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

Ms. Myers moved to defer reconsideration for 3 months to allow Ms. McBride an opportunity to gather the information.

Ms. McBride stated she does not need it.

Ms. Myers withdrew her motion.

In Favor: C. Jackson

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

The motion for reconsideration failed.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson thanked Judge Edmond for making it possible for us to honor Ms. Hattie Sims.

POINT OF PERSONAL PRIVILEGE – Mr. Manning recognized former Representative Frank McBride was in the audience.

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

16. **NOTIFICATION OF APPOINTMENTS**

- a. Transportation Penny Advisory Committee (TPAC) – 2 – Mr. Malinowski stated the committee recommended appointing Mr. Cyril B. Busbee, Jr. and Mr. John P. Epting.

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

Opposed: Manning

The vote was in favor.

17. **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE** – Mr. C. Jackson thanked the committee, as well as, some Councilmembers that are not a part of the committee that attended to help us ensure we handled the business of transportation in a manner that is consistent with the referendum, as well as, the reality and practicality of funding projects and moving it along.

- a. Greenway Projects – Mr. C. Jackson stated Mr. Pearce is very familiar with part of this item. As you recall, the heroic job he did, in terms of dealing with that issue earlier. This is the 2nd part of that, Greenway B. We found out there are members of the community who are opting not to have that portion funded. The question became, what do we do with the funds that were initially allocated? We are going to make a motion to defer that. The reason we are going to defer that is because we were informed at the committee meeting there are several other community meetings that need to be held with regard to greenway projects and other project discussions. As a result of that, there may be some other areas of non-interest by community folk. Therefore, additional funds may become available. We would like to go ahead and complete all of those community meetings and find out whether or not there are any additional funding. Lump them all together and then make a decision with regards to that.

Mr. Pearce stated, as you know, he has been eaten alive over this greenway. He spent 2 years of his life on it trying to get both sides together. It is his understanding that Section B will probably never get built. Section A, which is in his Council district, and runs parallel with Mr. Rose, the terminus of that, based on the funds available, is in an absolutely horrific location. It ends on Michael Lane. Within a reasonable short distance of there, is a large tract of land that is going to become County-owned property because of the flood purchases, which would be the more optimal terminus of a greenway. It will basically be green space for perpetuity. The problem was there was not enough money to reach that other terminus. The proponents of the greenway, and the neighbors that live on that side, were hopeful that since “B” was not going to be built that money then could extend “A” to the better terminus point. He inquired if that was not debated.

Mr. C. Jackson stated it was debated. And, as a matter of fact, this would not negate that. This is simply saying defer the allocation of those funds until all of the community meetings have been held because there may be other areas of the greenways where they may have the same concern that the people in

Greenway “B” had and they also do not want theirs, as well. So, before we made the decision on pieces of the money, we wanted to find out how much money was available and make one decision on all of the money. What Mr. Pearce is asking, may still happen. We are simply asking to defer it until the community hearings have been held.

Mr. N. Jackson stated there was also a discussion about the costs. From his understanding, when it was approved initially it was an 8” path. The City changed to 14” because of maintenance and that drove the costs up. If it was agreed on initially for an 8” path and the money was assigned for 8”, he finds it hard to take money from somewhere else to accommodate the City’s decision to change it from 8” to 14”. If it remains at 8”, we will not have this problem. We should not change everything and start taking from other areas. Most of it is in the City. What about the unincorporated areas that need walking trails? He heard that some parts of Lower Richland community is asking to develop a tourist corridor, with walking trails, but there is no money assigned to it. Here we have the City having all these things. Some neighbors do not want it because they are concerned about crime. Now it has to be lighted and secured. That was not in the initial project when it was developed. His main concern is that the cost was agreed upon based on 8”, and the City agreed. Then later the City changed it to 14” and we have to find money to accommodate 14”. If the City wants the change, they should come up with the difference in funding. He also requested that all Councilmembers be informed when the community meetings are held.

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

The vote in favor was unanimous.

- b. Atlas Road Widening – AT & T Utility Design Authorization – Mr. C. Jackson stated during the Atlas Road Widening process that AT&T will need to relocate some of their services and equipment. They are requesting that we simply provide them a written commitment that we are going to pay our bill when they do the relocation. The agreement has been sent to Legal for review. The committee is requesting approval to move forward with the utility design process.

Mr. Malinowski stated he is agreement with this. At the committee meeting, we did not have the language and we were told we would have it in time for the Council meeting. It is his recollection, they were told the amount would not exceed \$125,000 and on p. 126 of the agenda it has an estimated amount of \$125,000, but on p. 127 – 6(a) states, “actual and related direct costs are going to be paid”, which could exceed the \$125,000. He wants to ensure that it does not exceed \$125,000.

Mr. C. Jackson stated Mr. Malinowski was correct and that is a part of the committee’s recommendation.

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

The vote in favor was unanimous.

- c. Additional Design Authorization – Mr. C. Jackson stated this is a huge milestone for moving forward with a lot of the work that is being done with the Penny. The committee was informed the PDT will be responsible for the Shop Road Extension, Phase 2. The remaining projects will be subbed out to On-Call

Engineering firms. This is to do 30% design work, which will allow for something that more visible for the public input, as we move forward with these projects. It will also give us a clearer idea of the costs of these projects. The recommendation is to allow the PDT Team to initiate 30% design on these projects listed in the agenda packet.

1. Shop Road Extension Phase 2
2. Spears Creek Church Road
3. Lower Richland Widening
4. Polo Road Widening
5. Blythewood Widening Phase (associated projects)
6. Trenholm Acres/Newcastle NIP
7. Broad River Corridor NIP
8. Gills Creek Greenway Section C
9. Smith/Rocky Branch Greenway A, B and C
10. Crane Creek Sections Greenway A, B and C
11. Columbia Mall Greenway
12. Polo/Windsor Lake Connector, Woodberry/Old Leesburg Connector, and Dutchman Blvd. Connector Greenways

Mr. Malinowski stated he wanted to ensure the minutes reflect these are for 30% design on these projects.

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

The vote in favor was unanimous.

- d. Proposed Road Diet Projects – Mr. C. Jackson stated this item deals with the possibility of a “road diet” where they redesign a street to include bike paths. The only request is too simply to allow the team to engage in conversations with the City regarding how this is going to look and develop. It will be brought back to Council for approval. The City has taken the lead on this and is doing the lion share of it. However, they want to meet with our team to talk about exactly how it would look as it is developed on Hampton and Calhoun Streets.

1. Hampton Street
2. Calhoun Street

- e. Widening Memorandum – Mr. C. Jackson stated the committee recommended deferring this item until the June 5th Council meeting.

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

The vote in favor was unanimous.

- f. Release the \$250 Million Bond Proceeds from Escrow – Mr. C. Jackson stated this item is to release the \$250 Million bond proceeds from escrow. There is a resolution included in the agenda packet that gives Council approval to release the funds, not to be spent, but to be moved from the escrow account. However, before any of those dollars can be spent, as we heard in our workshop earlier, they have to be approved by Council. He stated he asked Mr. Hayes, to be clear, at the meeting earlier today, with regards to the \$61 million projected revenue, as well as, whatever dollar amount that will come from these dollars would be included in the FY19 budget. This request is simply to make those dollars available. Once they have been requested to be accessed, that approval will have to come back to Council.

Ms. Myers inquired if we are referring to the BAN.

Mr. C. Jackson responded in the affirmative.

Ms. Myers inquired if there is a reason for needing to release it now, if we are not using it now. Is there some timing issues that we need to understand that is going to cause the project problems?

Dr. Yudice stated the timeframe to spend the BAN funds is 5 years. She believes 35% needs to be spent within the next 5 years. As we stated in the transportation workshop this afternoon, the current budget that we will be presenting to Council next week is a pay as you go, based on the current revenues. Since we did not know when this BAN money was going to be available, but the budget can be modified to include additional projects using the BAN funds.

Ms. Myers inquired if we will slow something down by not releasing the \$250 million BAN to be included, as a budget. Is there a need to do it right now, today?

Dr. Yudice stated not today. It is not imperative to do it today, but at some point Council needs to make that decision to release the funds.

Ms. Myers stated, for clarification, that it is helpful in moving things along.

Dr. Yudice responded in the affirmative. She stated there would be arbitrage money we would have to pay if we earned interest on this BAN.

Ms. Myers stated, so moving it now, prevents us from running up against a deadline that might mean we have earned money on the BAN. Therefore, instead of using the BAN and incurring very little debt, we may be adding to the debt by earning money and having pay penalties.

Mr. N. Jackson stated, today we had a transportation workshop, and we talked about developing an annual budget for the Penny Program. We take in approximately \$61 million a year. After taking out the COMET's portion, approximately \$45 million remains. If we are going to develop an annual budget for the program, then why would we need to use the BAN? Every year would have a budget. It is limited to that money per year. If it is not necessary to use it, why would we need to use it?

Dr. Thompson stated to put it in perspective. When we looked at what the PDT submitted to the County in January, in terms of their projected projects for FY19, they submitted over \$100 million of projects. As you heard from the Budget Director earlier today, we only have about \$65.1 million. If we have more money, it is an opportunity to go ahead and pursue more projects, especially with the design. Then

move into construction versus waiting, as we see costs continue to escalate every year we delay these projects.

Mr. N. Jackson stated we already have \$65 million. Plus we get \$45 million a year and we do not spend all of the money at one time. It is not a situation where we have to have the \$100 million immediately to start the program. As we have \$65 million in reserve, we are moving forward. The argument is that we have \$65 million and the PDT submitted a budget of \$100 million. Plus, we are not sure if we will approve \$100 million. From this workshop, he is not sure what Council will do. Therefore, he would like to see what will be recommended, and if we are going to make these changes before we decide that we need a bond release and we do not need it.

Mr. C. Jackson stated we are not spending the money. We are making the money available. We do not spend it until we come and get Council's approval. The money is there, but we are not allocating any money to be spent. We are simply authorizing us to be able to access the funds, if, and when, we need those dollars. One of the debates we had was whether or not we would try to build as we received funds. For those that understand BANs and bonds, you understand this is a loan. You use the funds that you raised through the Penny revenue to pay it back. This is not money where there is not a repayment plan in place. In order to access projects, and to begin more projects, it is a request to have access and availability to those funds, if, and when, they are needed.

Mr. Malinowski inquired if we get these funds, even though we are not using them, what is the interest rate we are going to pay annually.

Ms. Hamm stated we have already borrowed the money, so we are already paying the interest. We will have borrow in February 2019 to pay back the BAN. The money from the Penny will pay back the bonds. We are trying to get the money ahead of time to work on the projects. The money is escrowed because we were waiting on the Supreme Court resolution. Since that has been decided, and the guidelines are done, we wanted to remove the escrow. The funding will still be held to the side until Council approves moving it to a budget item.

Mr. Malinowski inquired about the approximate annual interest.

Ms. Hamm stated the interest is approximately \$7 million. We already have \$3.5 million, so we need another \$3.5 million to make the bond payment.

Mr. Malinowski inquired if there is any additional, once that is paid back. He inquired how this works.

Ms. Hamm stated when you borrow the \$250 million, then you will have the bond. If you do the 5 or 7 year bond, then you will have the interest on that.

Mr. Malinowski stated we will pay \$7 million for the BAN. Should we pay that BAN back and we get an actual bond for \$250 million, we will have either a 5 or 7 year pay back with additional interest. He inquired if the interest will be about the same as the BAN.

Ms. Hamm stated it could be, or could be a little higher because rates are going up.

Ms. Myers stated since we borrowed the BAN, and it was a one-year BAN, does it not help the County in saving money to go ahead and use the BAN, at the lower rate, rather than getting Penny revenue later

to do the same projects, at a higher cost. So, effectually drawing down the BAN now and using the money is a method of cost savings for the County.

Dr. Thompson responded in the affirmative and stated that is the logic move.

Mr. N. Jackson stated we are paying back \$7 million in interest for one year. If we get the bond, for 5 to 7 years, it will be \$35 - \$42 million in interest we will be paying.

Dr. Thompson stated that is his understanding.

Mr. N. Jackson stated that is his main concern. We are paying back \$42 million when if we pay as we build, then we will not have any interest to pay. We are saving over \$42 million.

Ms. Myers stated the point the team is making, and that Dr. Thompson is making, is that if we use this money today, we get better value on the money today, than waiting 10 years and paying as we go. As things go up, we may spend more than \$35 million and get less in the later years, which was the whole reason we went out for the BANs initially. The cost savings that we realize in purchasing what we are purchasing now, rather than in the later years, more than makes up for that. She believes that is why the committee is urging us to take this action.

Mr. Malinowski stated he knows none of us have a crystal ball and we cannot look into the future, but if this \$250 million is borrowed, how long before we spend it on projects.

Dr. Yudice stated the money was already borrowed. The BAN was sold in February. The money is in escrow. The County already has the money, but it is in an escrow account that we could not access until we had the guideline from DOR and the Court Order. We just need Council's permission to access the funds and allocate it budget items/projects.

Dr. Thompson stated he believes we can expend the money in 3 – 4 years. Mr. Beaty stated he agrees with that assessment.

Mr. Malinowski stated we borrowed \$250 million for 4 years of spending, and \$60 million a year times 4 years is \$240 million, and we did not pay interest. He still does not get the advantage of it.

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

Opposed: Malinowski and N. Jackson

The vote was in favor.

18. **OTHER ITEMS**

- a. FY18-District 1 Hospitality Tax Allocations – Mr. Manning 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.

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

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

The motion for reconsideration failed.

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

20. **EXECUTIVE SESSION**

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

Opposed: C. Jackson and Myers

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 8:15 PM and came out at approximately 9:38 PM.

In Favor: Malinowski, Myers, Pearce, Dickerson, Livingston and Rose

Opposed: Manning

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

- a. Employee Grievance – This item was deferred.
- b. Personnel Matter – No action was taken.
- c. Contractual Matter: Land Purchase – Mr. Livingston moved, seconded by Mr. C. Jackson, to move forward with the purchase of the property.

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

Opposed: Malinowski, Pearce, Rose, Manning and N. Jackson

The vote was in favor.

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

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

Opposed: C. Jackson, Myers, Dickerson and McBride

The vote was in favor of reconsideration.

Mr. Pearce stated the motion is back on the floor.

Ms. Dickerson stated we are just doing it to reconsider the original vote, right.

Mr. Pearce requested Mr. Farrar to provide clarification.

Mr. Farrar stated Item 7(c) was still before Council for consideration.

Ms. Dickerson stated normally when we do something and we want to seal it, do we do a reconsideration?

Mr. Farrar responded in the affirmative. He further stated it usually fails. Then it is clinched at that point.

Mr. Manning moved, seconded by Mr. Pearce, to not move forward on closing on the property.

Mr. Livingston made a substitute motion, seconded by Mr. Manning, to request an extension from the property owner until the June 5th Council meeting.

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

Opposed: C. Jackson, Myers, Dickerson and McBride

The vote was in favor of the substitute motion.

- d. Potential Property Purchase: Township Auditorium – Mr. Livingston moved, seconded by Mr. Pearce, to move forward with the appraisal of the property.

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

The vote in favor was unanimous.

21. **MOTION PERIOD**

- a. Review the 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 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? [MALINOWSKI] – This item was referred to the D&S Committee.
- b. Employees who provide false statements or information or collude/conspire/plan to hurt any council member’s events or programs whether individually or forcibly by a superior or influenced by anyone shall be relieved of their duties. NOTE: Richland County lost several thousand dollars in a project at a bridge replacement on Garners Ferry Road. The failure of staff to meet with contractors and SCDOT to negotiate and accept a temporary bridge to complete a walking trail at Pinewood Lake Park is unacceptable. Several meetings took place to contact SCDOT and the contractor who was willing to leave the temporary bridge went undone. Engineering contractors prepared permits for Army Corps of Engineer and FEMA to allow the temporary bridge to remain. County staff refused to carry out their

duties or to contact the Council member on any updates after constant requests [N. JACKSON] – Ms. Myers inquired if this motion circumvents the chain of command. If Council has statutory employees, this would make every employee in Richland County an employee of this Council. We would have the authority to terminate them. She does not think we have the legal authority to do this. She thinks we need our legal department to give us advice on this rather than sending this to a committee and creating an ordinance that violates State law.

Mr. N. Jackson stated he made a motion. Whether it goes to Legal, it needs to be vetted somewhere. It can go to a committee and say, “well Legal advised that you cannot do (a), (b), (c).” That is fine, but that is his motion. Whether it violates State law or not, he needs Legal to tell him it violates State law or it cannot be done. It is a motion. You get recommendations from a committee.

This item was referred to the Legal Department.

- c. I move that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify council members of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems. [KENNEDY and MANNING] – Mr. Malinowski stated, because of this particular request, it is for monies that are needed to be used or moved forward to the next budget year. This budget year ends June 30th. This would not get to a committee until the 3rd week of June. He believes unanimous consent would be in order for this item.

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

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

The vote in favor was unanimous.

- d. After complaints/concerns from the Richland County Bar association, Minority Contractors and other local groups and Citizens, that the process for the Renaissance Plan was not properly advertised or transparent. Council also was not properly informed of the process and have questions. The selection of the Engineering teams is questionable especially with a former council member on both contracts from both teams. A personal friend of the Administrator who introduced and recommended the Administrator for the job. Performing a task that can be handled through the County’s OSBO/SLBE office is questionable. The State Supreme Court recently ruled against Richland County for paying outside contractors to perform jobs that can be performed by the County. In the interest of fairness and Transparency, I move that Council reevaluate the process giving proper notice for more participation of Qualified Bidders. (We have time to do it right) [N. JACKSON] – This item was referred to the OSBO Ad Hoc Committee.
- e. Funding for Senior programs should be distributed equally and fairly. It is not right for one organization to be receiving hundreds of thousands of dollars annually while other areas receive none. All areas pay taxes and all seniors should get the same and equal opportunity in receiving funding. I move that

funding for seniors (Senior Activities) be distributed equally in all eleven districts. [N. JACKSON] – This item was referred to the A&F Committee.

- f. The Recreation Commission has a balance of funds remaining from the \$50 million Recreation Bond. I move that Council discuss potential shortfalls in the recreational districts and recommend how it's used. [N. JACKSON] – This item was referred to the Recreation Commission County Council liaisons for vetting.

ADJOURN – The meeting adjourned at approximately 10:00 PM.



Richland County Council

ZONING PUBLIC HEARING
May 22, 2018 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Greg Pearce, Norman Jackson, Paul Livingston, Yvonne McBride, Dalhi Myers and Jim Manning

OTHERS PRESENT: Michelle Onley, Tracy Hegler, Geo Price, Tommy DeLage, Trenia Bowers, Tim Nielsen, and Kimberly Williams-Roberts

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Ms. Hegler stated the applicant for Case # 18-016MA has requested a deferral.
3. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Mr. Livingston, to adopt the agenda as published.

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

Opposed: Manning

The vote was in favor.

4. **MAP AMENDMENTS**

- a. 18-007MA
Phil Savage
RU to NC (3.95 Acres)
2241 Dutch Fork Road
TMS# R01507-02-01 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Phil Savage spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- b. 18-012MA
LM Drucker
OI to RS-LD (.71 Acres)
1344 Omarest Drive
TMS# R07405-06-05 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Ms. LM Drucker spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- c. 18-013MA
Derrick J. Harris, Sr.
RU to LI (1.83 Acres)
7708 Fairfield Road
TMS# R12000-02-22 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Derrick J. Harris, Jr. spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- d. 18-014MA
Jermain Johnson
RS-MD to MH (.26 Acres)
7901 Richard Street
TMS# R16212-12-01 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Jermaine Johnson spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- e. 18-015MA
Charlotte & Randy Huggins
RU to GC (.59 Acres)
Horrell Hill Road
TMS# R24700-09-02 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Ms. Charlotte Huggins spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- f. 18-016MA
Kamal Shlon
RU to RS-HD (16.2 Acres)
825 Hallbrook Road
TMS# R19100-07-01 [FIRST READING]

Mr. N. Jackson stated the applicant is requesting a withdrawal. If the applicant withdraws it, he cannot come back with this type zoning; therefore, it will be in the community's favor.

Mr. Price stated if the withdrawal is accepted, the applicant will be able to come back in, at a later time, for the same or different request. The process will just have to start over. A deferral will place it on whichever agenda Council decides.

Mr. N. Jackson stated the citizens are against High Density, and he is also. If it withdrawn and it comes back for High Density, he will vote against it.

Mr. N. Jackson moved, seconded by Mr. Malinowski, to accept the applicant's withdrawal.

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

The vote in favor was unanimous.

- 5. **OTHER BUSINESS** – Mr. Livingston stated there is an awful lot of items where there is clearly a different perspective from the Planning Commission and staff. Most of the staff responses are “it is not consistent with the 2015 Comprehensive Plan.” It seems like it very logical to approve, but at the same time it is inconsistent with the Comprehensive Plan. He would like for staff to figure out a way to try to reconcile that.

Mr. Price stated one of the things they do is they try to make their recommendations strictly only the recommendations of the Comprehensive Plan. However, we look at the discussion for each case. There are many times in which we recommend on the Comprehensive Plan, but they also note the character of the area to show that approval may be appropriate.

Mr. Manning inquired if that is laid out to the Planning Commission. What he heard tonight is that staff recommended no, but the individual Council member talk to staff. It comes across that staff was talked into it.

Mr. Price stated that is communicated to the Planning Commission. Typically, there is a little more discussion from staff to the Planning Commission, but we do explain this is what we found based on the Comprehensive Plan. However, from going out to the site and looking at the character of the area.

Mr. Manning stated that helps explain what Mr. Livingston was saying. Staff's making a recommendation, but the Planning Commission is unanimously, many times, going against the staff recommendation.

Mr. N. Jackson stated the Planning Department developed a Comprehensive Land Use Plan, and in most cases do a Neighborhood Master Plan. With the master plan you get input from the citizens and how they would like the area to grow. It is not fair for the citizens to have their input and then a developer comes by and says something totally different and we ignore staff's recommendation. If staff is going develop a plan based on the citizens' input, we need to stick to it.

Ms. Myers stated, for clarification, there is nothing in the guidelines that allows staff discretion.

Ms. Hegler stated we have to subjectively read the same language that everyone reads.

Ms. Myers stated, so without that discretion, the best staff can do is address it in the narrative. For example, "While staff has to recommend disapproval, the character of the neighborhood is X or Y. And the thing that is being asked for is consistent/inconsistent with X or Y."

6. **ADJOURNMENT** – The meeting adjourned at approximately 7:27 PM.



Richland County Council

SPECIAL CALLED MEETING
May 24, 2018 – 5:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Beverly Harris, Larry Smith, John Thompson, Nathaniel Miller, Michael Niermeier, Tim Nielsen, and Tracy Hegler

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 5:00 PM.
2. **ADOPTION OF THE AGENDA** – Mr. Pearce moved, seconded by Mr. Livingston, to adopt the agenda as published.

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

The vote in favor was unanimous.

Mr. C. Jackson inquired since Mr. Rose is on the phone if he will be giving a voice vote on each item.

Ms. Dickerson responded in the affirmative.

3. **ITEMS FOR ACTION:**
 - a. **Richland Renaissance** – Dr. Yudice stated, during the Council Retreat, Council was provided the outline of the financial plan for the Richland Renaissance. The pro forma included the total revenues and expenses for a total of \$144,287,000. The projected revenue cash on hand totaled \$17 million. The debt was \$127,000,287. The debt included bond anticipation notes for 5 years, which would be rolled over year after year until the completion of the project. The plan was to install revenue purchase bonds instead of General Obligation bonds. The budget for the Columbia Place Mall is \$20,700,000; the Judicial Center approximately \$104 million; the Lower Richland Center is \$8.8 million; and the Start Center is \$11 million.

Mr. Madden distributed a booklet regarding the Richland Renaissance to the Council members.

Mr. Malinowski inquired, for clarification, if the figures include the land purchases.

Dr. Yudice responded in the affirmative.

Mr. Pearce stated, for clarification, that he does not think that is correct because the renovations to the Columbia Place Mall was \$20.7 million. The purchase of the mall was separate from that. If you

deduct the cost of the mall from the \$20.7 that would only leave you approximately \$14 million to renovate the mall

Dr. Yudice stated we have that included in the total revenues. This is just what the County is putting as seed money. For example, the Lower Richland Center and Start Center that is what the County is putting as seed money to attract investment.

In the 2nd quarter, because of the purchase of the properties, the cash on hand is almost depleted. In the 3rd quarter, the County started to utilize the BAN to start the renovations at the Columbia Place Mall and to design the Judicial Center. On pp. 5-6 of the booklet, the total of the surplus County-owned properties available to be sold was provided. The proceeds from the sale of these properties would be utilized to fund the Richland Renaissance. However, the list will need to be updated because they went through the list and identified properties that cannot be sold because they have a pond, retention pond, etc. on them.

Mr. Malinowski stated, for clarification, the document states all the owned properties total market value is this much and Dr. Yudice is saying there are certain properties the County cannot divest themselves of. What is the total amount that we have that we can divest ourselves of?

Mr. Madden stated he believes it is approximately \$50 - 60 million. He stated there are a number of properties the County cannot sell because we are maintaining a detention pond, there is an easement, or properties that are currently being used. The original list was provided in January. Since then staff has honed in on more accurate numbers.

Mr. Pearce stated the document states the "total assessment value of properties". He inquired if we have begun to get the total appraised value of properties.

Mr. Madden stated the February motion, Mr. Pearce made regarding the disposition of the properties, requested the Administrator to secure the services of realtors to obtain the appraised values of the properties. Staff has not begun that process. The intent is to bring the list before the Renaissance Ad Hoc Committee to make sure the committee is okay with the process staff is using to select a realtor and then make a recommendation to Council. He stated staff did not think it would be prudent to proceed considering some of the past things that have happened with the Administrator without letting Council see the process they are using.

Mr. Pearce stated if we take the \$176 million and deduct \$50 million, we will have \$126 million.

Mr. Madden stated it is the other way around. There are \$50 – 60 million worth of assessed property available for sale. For example, the library property that recently sold. It was assessed at \$400,000, but sold for \$900,000. There is a chance the assessed value will be more once the properties are on the market.

Mr. N. Jackson stated he is confused. He inquired as to what the meeting was about. He thought it was about some property the Council was supposed to be purchasing. The property is a part of the Renaissance, but he is confused as to what is being discussed.

Ms. Dickerson stated the reason for the meeting was because we received a call that the closing date for the Colonial Village property was not extended. We have to make a decision on the property before May 30. She requested staff to give Council a total breakdown of all of the funding and how this is to go about. Whether we want to proceed with the Renaissance or we do not want

to proceed. The Colonial Village is a part of the Renaissance and if we are not going to go with the property, then that will alter the Renaissance.

Mr. N. Jackson stated he wanted to be clear because we went through this and it is like the whole Renaissance Plan. He thought the decision was whether we were going to purchase this property or not. He stated he does not think this has anything to do with the purchase of the property.

Ms. Dickerson stated she requested Dr. Yudice to present all of the projects since there were questions that were brought to her about it.

Mr. Pearce stated he believes there are 2 different issues. He does not think the purchase of this land, whether it passed or failed, would have a substantive impact on the entire Renaissance Plan. He stated apparently Ms. Dickerson is connecting if the purchase of the property does not pass it will be the end of the Renaissance Program.

Ms. Dickerson stated she did not say that. She is providing Council with the information and the dollars amounts and it is up to Council to decide.

Ms. Myers inquired if she understood Mr. Smith correctly that because we entered into a contract to purchase this land and committed to do that, that the County would lose approximately \$60,000, with no recourse, if we were to renege on the contract.

Mr. Smith stated if the County defaulted on this contract and did not go through with the closing, as contemplated on the 30th, we would lose our \$20,000 earnest money.

Ms. Myers inquired if she did not also see where the County could be sued for an additional \$37,000.

Dr. Yudice stated she believed it is the legal expenses the seller has incurred, which is approximately \$37,000.

Mr. Manning stated he would like to hear from the attorney. He inquired if Mr. Smith was aware of the additional legal fees or what they would be.

Mr. Smith stated it appears there is a provision in the contract for liquidated damages. Those liquidated damages would be the amount of legal fees they expended as a result of this property. There is \$20,000 that the County has paid in earnest for them to hold this property for us, contemplating the purchase of the property. The provision will allow them to seek liquidated damages, and that would be the portion of the fees incurred, as it relates to this particular transaction.

Mr. Manning inquired as to who entered into the contract.

Mr. Smith stated the County entered into the contract and there is a provision in the contract that relates to liquidated damages.

Mr. Manning stated he does not recall seeing a copy of the contract for review. He then inquired in Mr. Smith has seen the itemized accounting to come up with the \$37,000.

Mr. Smith stated he had not. He was just given the information by Mr. Madden. He does not know if they will go through with that, but he is being told there is a provision that allows for that.

Mr. Madden stated there are legal fees Colonial Life could seek payment for from the County for preparing the closing. There is a provision in the contract that allows them to possibly seek that. From the information they have seen, they are conservatively looking at \$37,000.

Mr. Livingston stated he would like a copy of the date and time when the contract was approved.

Dr. Yudice stated that was following Council's motion in December 2017 to go ahead and do the land acquisition for Richland Renaissance. Since that property is a part of the Start Center that is why the County entered into that contract.

Mr. Livingston stated his question is, was there a contract in the packet that Council looked at and approved.

Mr. Madden stated he does not know if the contract was brought to Council. Following the December meeting, when Council approved moving forward with the Renaissance, just proceeded that way.

Ms. Kennedy stated her question was going to be if this was something else Council was approving without getting all of the information. She stated this seems to be coming up quite frequently.

Mr. N. Jackson stated he will have to clarify again because he had to clarify his motion. It was to move forward on these things, in concept. Anything or any additional property we should have known about it before a contract was entered into. We have a Legal Department and Legal did not know anything about the contract. Legal said it was \$20,000, but they did not know about the additional \$37,000. Staff had to tell them there was a part in the contract where there are additional fees. He stated he is concerned. He inquired if Legal went through all of these contracts.

Mr. Smith stated he did not personally go through this contract. Brad Farrar, in his office, did. Brad was the person that actually went through the contract. Mr. Farrar sent out the information regarding this particular portion of it. He does not want Council to think that Legal did not see the contract. It is just that he did not personally see it.

Mr. N. Jackson stated that was the impression he got. That is why he came back and asked the question. If Mr. Smith had said the Legal Department looked at it, but he did not see it himself, then he would have understood better.

Mr. Smith stated, he thinks, the question from Mr. Manning was, did he know about it. And the answer to the question, was no he did not.

Mr. N. Jackson stated the Assistant Administrator said the motion that was passed was to purchase the property for the Renaissance Plan. His motion was, by concept. It was not a blank check to go and purchase property anywhere you choose because we passed the Renaissance Plan. That is where he is coming from and why we are in the situation now and having this discussion because he did not know about it. He was told the COG recommended. The COG did not know anything about it either.

Ms. McBride inquired if the language in this contract is general language that we have regarding the earnest money and other costs.

Mr. Smith responded in the affirmative.

Special Called Meeting

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Ms. McBride stated we have entered into contracts before and we have decided against them. Have we entered into contract and lost the earnest money?

Mr. Smith stated there may have been a situation where we did not go through with a particular transaction, but none comes to his mind, at this point.

Ms. McBride inquired if we have ever had a contract wherein the seller refused to extend the time or we have never had to negotiate that time.

Mr. Smith stated he does not recall whether or not we have ever had that situation. In some contracts, the seller will allow you an extension, with some additional money paid for the extension. In this particular case, he does not think, there was a provision that gave us an option of paying some additional amount to get an extension.

Mr. Pearce stated, for clarification, we have done that before on Hospitality Tax projects. We asked for options to be extended and paid additional monies.

Mr. C. Jackson stated the question before us is whether or not we are going to give staff permission to move forward with the May 30th deadline to purchase the Start Center. It is being filled with smoke regarding how we feel about the Richland Renaissance Plan. What we knew and did not know. What we read, or should of read, and did not read. What email we saw and did not see. The document we were handed tonight. This is the 2nd time he has received this document. They gave it to all of us in January, 5 months ago. In the document, it talks specifics, not concepts. It talks specifically with dollar amount, not conceptual. We got this document. We should have reviewed this document. Discussed it at the Retreat. Again, not conceptually, but specifically in terms of site, location, costs. Some of us even had questions about whether the costs that were being projected were legitimate. We debated those costs. Some talked about the costs we would incur because we would be going in and renovating buildings and we did not know what the hidden costs would be. Now tonight, we are sitting here talking as if we have not heard about any of this before and it has all been conceptual for the last 5 months. If we did not review the document, we should have reviewed it. We did not review contracts when they bought the buildings out in Columbia Place Mall. He does not remember those contracts coming before this body. Now tonight, all of a sudden, we want to review this contract before we can move forward. Knowing there is not another Council meeting before May 30th. If we cannot review it, we cannot approve it. Then the project falls by the wayside (i.e. another attempt to destroy, discredit, and cancel Richland Renaissance) and that is disturbing to him.

Ms. Dickerson stated when we talked about the \$144,287,000 that Start Center was in there. The whole thing was inclusive. Nowhere in the documents we received was that amount ever subtracted from the \$144 million. It has been there since day one, and it is still there today. The only reason she had Dr. Yudice to prepare this document was to show that those numbers were there from the beginning until today.

Mr. N. Jackson stated, in the Retreat, we looked at all these numbers and he discussed it was conceptual. This document has nothing to do with conceptual. His motion was conceptual. He said we could move forward with the plan, but it is conceptual because there were a lot of things that did not make sense to him. He even made a separate motion to clarify his motion. To say someone is trying to destroy the plan, he does not know who that is. He just wants things to be clear and the public know and be transparent about what we are doing. Everything he is doing is for transparency. He is making sure we spend the public's money the right way and there is no waste or project done without a feasibility study. So, the insinuation that someone is trying to destroy the plan, he does

not know who that is. He stated it is on record where he repeated his motion, and the Clerk made a copy of the motion he made. He resents anyone saying that someone is trying to destroy the plan by simply asking questions.

Mr. C. Jackson stated, with all due respect, Mr. N. Jackson if that was not your point, then he was not talking about him, but there are people sitting in this room who, in fact, have voted to not support the Richland Renaissance Plan.

Mr. Livingston stated he did not want to get into this, but he wanted to clearly state his position on the Renaissance Plan. It has not changed. He made a motion, tried to clarify my position at that given time that failed on a 5-6 vote. For someone to assume that he is here to discredit the plan, when 6 members vote a plan, he is willing to do whatever he can do to support the plan. At the same time, he would do it in a responsible way. What we are here for tonight is whether or not we want to proceed to purchase the property. Now remember, his position was he thought we were trying to do too much at one time. His position was to move forward with the mall concept first. He made it very clear that he was not convinced on us having done the due diligence necessary when it comes to a couple components of the Renaissance Plan, and that is still his position.

Mr. Livingston moved, seconded by Mr. Manning, if they do not give us an extension, we do not purchase the property.

Ms. Myers stated, even if you decide later you do not want to do this project, it is a flagrant waste of taxpayer money to give away \$60,000, when we could go forward with a contract. We could decide to sell it later, but giving away that kind of money, she does not know how logical that is. To say that we signed the contract. We do not want to honor the contract, at this point; therefore, the County taxpayers lose \$60,000. She thinks that is flagrantly irresponsible.

Mr. Livingston stated the County is going to lose \$20,000, and one would argue we might lose more than that, but we are talking about an almost \$3 million piece of property. We might lose a whole lot more than \$3 million. His concern has more to do with the reason why we are purchasing the property. For example, we purchased the property with a primary focus on a Start Center and an Incubator. He has talked to everybody he can think of in Richland County who would have anything to do with an Incubator. He passed out a copy of report done by Dr. Dirk Brown at the University of South Carolina about incubators just to let Council know he is not blowing smoke to be blowing smoke. He is talking about what he thinks is in the best interest of the County, based on the information he gathered. He stated Dr. Brown looked at the different incubators in Richland County (Benedict College, McNair Student Entrepreneurship, Midlands Technical College, SC Alliance, etc.) There is 15 out of 35,000 sq. ft. that is currently vacant. The report states there is no justification for it. That is part of what concerns him. The other part has to do with the Start Center. He referenced a draft document from Central Midlands that talks about Start Centers. This study included representation from the City of Columbia, Richland County, and Transit Authority. All of the people he has talked to stated they were not a part of what Richland County was planning and they are not sure that is feasible. He has to make the best decision for the County, in terms of what the professionals are saying in these areas. This is why he is not ready to move forward with the complex. Not because he does not like a concept. He never wavered from that. His decision is based upon, in his opinion, what is in the best interest of Richland County. And, one would say, he would agree, "you're just throwing away money." He used the analogy that "If you stab someone that do not die from the stab. They die from bleeding." He does not want us to get into this process and realize we have property we cannot do anything with and bleed to death. He wants Council to understand where he is coming from, it is about what he thinks in the long run might be the best interest of the County. Just like someone said, "Well that means you are going to kill something."

Special Called Meeting

May 14, 2018

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No, it may mean that we may need something different and buy some different property or buy it later if they want to sell it. We may end up losing more money by buying it and not being able to do anything with it. That is why he thinks it is in the best interest to not purchase it at this particular time.

Ms. Myers inquired if there were tenants in this property.

Dr. Yudice responded in the affirmative.

Ms. Myers stated, to the extent, that we would not be throwing them out, would we have the potential to recoup our investment while we are trying to sell it.

Dr. Yudice stated the County has no plans to throw the tenants out.

Ms. Myers stated the tenants will be paying rent whether we decide to throw them out and use the property or take the rents and put the property on the market.

Dr. Yudice responded in the affirmative.

Mr. N. Jackson stated, for clarification, this is for the CMRTA Transit Center. He inquired if the CMRTA, with the money they receive, putting any funding toward this.

Dr. Yudice stated she is not sure if we have talked to the CMRTA.

Mr. N. Jackson stated, if this is transit, and they are receiving money for transit, he is concerned if they were not consulted about putting any funding toward this. Secondly, if we acquire this property we will have tenants, but we have to do property management. We may have to hire someone to manage the property also. Yes, they may be paying rent, but we will have maintenance costs. If we lose \$20,000 - \$30,000 not purchasing the property, we are still saving on paying an annual fee for someone to manage the property because we are now landlords. He is the one who made the motion to move forward with the Renaissance Plan, so he is not against it. He is the one who was cautious enough to insert the words "as a concept", not a blank check. Anything we decide to add to the plan, at least, Council should know about it and make some decisions without saying, "Okay, we passed the Renaissance Plan, so staff is going to go and purchase property here and do what they feel like." Like he said, Central Midlands totally recommended against it. That is his concern, and he has to voice his concern.

Ms. Myers stated, for clarification, are we managing the property or is someone else already managing the property. She wants it to be clear what we are saying here because she does not want this to make the staff look irresponsible. Because they have not been.

Mr. Niermeier stated, the intent once the property is purchased, is to novate the contract with the current property management company to keep them in place to do the grounds, upkeep and maintenance; therefore, the County would not have to take that on. That seemed the most responsible way to do that. The costs would be covered by the approximately \$25,000 a month rent payment we would be getting from the existing tenants. That would not include any tenants that may move into the property after it is purchased. The property management company would also seek to fill the empty spaces until we are ready to move forward with developing the property.

Ms. Myers stated, for clarification, there is currently \$25,000 in rents, that accrue to the property owner that would remain in place. We could make money by going forward with the contract that we signed.

Mr. Niermeier stated approximately \$25,000 per month.

Mr. Pearce stated, for clarification, if we purchase the property, the property comes off the tax rolls.

Dr. Yudice responded in the affirmative.

Mr. Pearce inquired as to what the current tax revenue from the property.

Dr. Yudice stated she would have to get back with Mr. Pearce with that information.

Mr. Pearce stated, so we would not net \$250,000 because we are going to lose the tax revenue. You will have to deduct the tax revenue from the money we get.

Mr. N. Jackson stated his point is that we become landlords. The company that is managing the property is not doing it for free, correct.

Mr. Niermeier stated we would be paying them. We would continue their contract.

Mr. N. Jackson stated we will be landlords and we will be managing the property. Whether we pay someone or not. He inquired as to how much the fee is for property management company.

Mr. Niermeier stated it is approximately \$800 - \$1,000 a month, which includes maintenance.

Mr. Livingston stated a concern that was expressed to him by one of the current owners is that we cannot be totally dependent on the revenue because with the uncertainty of Richland County purchasing the property, he understands some of the tenants are looking for somewhere else to go. He does not think we are going to have all of those tenants because they are going to be rather uncomfortable because they are sure when or how things are going to go.

Mr. Malinowski stated, it is his understanding, this property has been for sale for quite some time. Can anyone tell him if that is true? And if so, how long it has been on the market?

Dr. Yudice stated, her understanding is the property has not been for sale. The County approached the owner. After quite a while, they decided to sale it to the County.

Mr. Malinowski inquired about the purchase price.

Dr. Yudice stated she believes it is \$2.9 million.

Ms. Dickerson stated she respects Mr. Livingston providing these documents; however, the feasibility study was done by the CMRTA because we were looking for a transit center. The transit center that we currently have on Sumter and Laurel Streets, we have outlived that. We are looking for ways we can expand transportation in the Richland County area. The Central Midlands were the ones who put the people together to do the feasibility. They were the ones who brought all of the stockholders together. She asked them, when they presented the document, whether or not they had gotten people from the County. This was done through Central Midlands staff and was not put out in the public for everyone to be a participant on. When she inquired if this was binding, this was

just a feasibility study with the transportation money that received from the Federal government. They recommended 4 places to put the transit center. She stated over the past few years, we have been looking for property within the St. Andrews area. When we lost the Dutch Square bid, we looked at several pieces of property that we were not able to obtain. We lost the Service Merchandise Center a few years ago because we did not act. Right now the last piece of large property within a 5-mile radius is this piece of property. If, in her opinion, we do not go forward with it now that everybody knows Richland County wants to do it later, we probably will not ever be able to acquire it. In answer to Mr. Pearce, she has worked extremely hard and sat in on many meetings with Mr. Seals. He offered those meetings to all of us to sit down and give our input. None of these studies came forward when he asked us to sit down with him. Now at the eleventh hour, documents are floating from everywhere and everybody. There were about 4 people that sat down and gave input during the initial stages when we were working on this. Although we call it the Start Center, we had the opportunity to go in and put pieces into that. The Start Center was to help all of us have an input to put stuff into the plan.

Mr. Livingston stated, the meetings being referenced, he attended and participated in all of those meetings. He met individually and shared his concerns, at that given time. His concern was, at that time, that he did not think we did, what he would consider a feasibility study to know what is available and what people really want. He was never given any information about how we came to this conclusion. Here is what the feasibility study was based on. It certainly was not based on community involvement. It was more based on community information. In involvement, you engage people and get them to be participatory in the process. For those reasons too, he was not convinced that was the best use of taxpayer dollars to put that type of facility, in that particular location, without researching information.

Mr. Malinowski inquired about where the 4 sites Mr. Livingston referred to, and are include in the documentation provided, are located.

Mr. Livingston stated this location was not one of them.

Mr. N. Jackson stated, as he said from the beginning, you have community input first. Not from the top down. If someone is planning a transit center and not consulting with the Central Midlands Council of Government or the CMRTA/COMET and make all these plans. If CMRTA receives funds from the Penny Tax Program for buildings, infrastructure and to run the bus system, and they were not a part of it. Are we saying we are going to purchase this property and tell them here is where you will come? As he said, he talked with Central Midlands. They had no clue. This was not part of the plan. To be clear, a feasibility study is like a road map or blueprint. Those studies cost. That gives you direction on how, why, and whether you should or should not. Feasibility studies are what is done in almost every major project. Feasibility studies are what makes you make a decision on whether you should move forward or not. That is why it is important. If whoever was in charge had taken the time to consult with the major clearinghouse agency, Central Midlands Council of Governments, they would have understood this was not a part of it and it did not fit with the feasibility study.

Ms. Dickerson stated, in her opinion, that piece is a part of the Renaissance. If this piece does not been a part of the Renaissance, the we need to look at the rest of the Renaissance because we have not had input on the Courthouse, and none of the other pieces. So, if that is the case, we need to kill the Renaissance and start all over.

Ms. Dickerson made a substitute motion, seconded by Mr. Manning, to defer the Renaissance Plan and start all over because everything that has been said about this piece of property, referenced the whole Renaissance Plan.

Mr. Malinowski inquired if Mr. Rose had anything he wanted to say since this was his district.

Ms. Dickerson stated the motion on the floor is to defer the Renaissance Plan and kill the whole thing and start all over. If you are going to kill one part, you might as well kill the whole thing because all of it is predicated on that.

Ms. Myers inquired if all of the money, to date, has been invested just gets lost to the County.

Mr. Manning stated, "No."

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

Opposed: McBride, Livingston, C. Jackson and Myers

The vote was in favor.

Mr. N. Jackson moved to reconsider this item.

Ms. Dickerson stated she does not think you need to reconsider a deferment.

Ms. Myers requested staff to follow up and provide her with a list of how much money we have put into these project that we have now decided to just throw down a hole.

- b. Personnel Matter** – Ms. Dickerson stated this is a Personnel Matter regarding the Administrator. As of May 14th, Mr. Seals was no longer the Administrator. That put Dr. Yudice in position because we put her in as Acting.

Mr. Smith stated, if you recall, when you indicated to Dr. Yudice, as the Assistant Administrator, you wanted her to act in the absence of Mr. Seals. If you recall, at that time, Mr. Seals was still the Administrator, and that continued up until the time that he submitted an offer and you accepted his resignation. Once that occurred, you no longer had an Administrator, because he was gone at that point. And, again Dr. Yudice, under the ordinance was simply acting in his absence. At this point, you do not have an Administrator. He thinks it is important because you are under the Administrator-Council form of government that you take an action to either appoint an Interim Administrator or an Acting Administrator.

Mr. Manning moved, seconded by Mr. Livingston, to appoint Dr. Yudice as the Acting Administrator and then an Interim Administrator.

Mr. Malinowski inquired, for clarification, what the difference between acting and interim. Does it make any difference which you do?

Mr. Manning stated, he would think, in terms of his motion, the Acting would continue in the role to be able to sign off on things. An Interim would be a process like we went through 1 ½ - 2 years ago where we would interview somebody and talk to them about expectations of the Council, of the County, in an interim period while we continue with the National search. Based on having that conversation, it would be a mutual decision as to the person accepting being the Interim

Administrator. The Acting would merely be in a position, per the Assistant County Administrator's role, that has been a function in the absence. It would be continuing to have that one element of being able to sign the official documents, as the Acting versus the Interim.

Ms. Dickerson stated, first of all, we need to ask her if that is something she wants to accept. We made a mistake before and named somebody and they said they did not want it.

Mr. N. Jackson stated, in the past, we asked Dr. Yudice and she turned it down as Interim Administrator. As an Assistant Administrator, or Acting Administrator, is totally different. As Mr. Manning explained, she would be doing exactly what she was doing in the absence of the Administrator. Another concern he has, Ms. Dickerson stated, "as of May 14th", but it was his understanding that nothing is final until the minutes are approved. Everything we do on this Council, if it is not clinched, is not final until the minutes are approved. That was his understanding. He was under the impression June 5th, when we get minutes, it is read and we approve it, then everything is final.

Mr. Smith stated, in most instances, Mr. Jackson is correct; however, in the agreement, which you reviewed, and read, there was a provision in there that basically said this contract becomes binding upon vote of Council, in open session. If you recall, we were in Executive Session. You came out and you voted.

Mr. N. Jackson stated we did vote in open session, but our policy is, even though we vote in open session, we still have to vote in open session to approve the minutes. Our policy is nothing is final unless it was in the contract, but that part does not apply.

Ms. Dickerson inquired, for clarification, does that mean Mr. Seals is still the Administrator until the minutes are approved on the 5th.

Mr. N. Jackson inquired if Mr. Seals had been paid the settlement.

Mr. Smith responded in the affirmative.

Mr. N. Jackson inquired as to when that happened.

Mr. Smith stated it is his understanding Wednesday or Thursday of last week.

Mr. N. Jackson inquired as to who knew about, the Administrator and the Acting Administrator. He stated they did not know anything about him being paid. He further inquired about what fund the money came from.

Dr. Yudice stated his salary came from the Personnel budget in Administration and the other check came from insurance.

Mr. N. Jackson stated \$300,000 from the insurance and the rest from the Personnel fund.

Dr. Yudice stated his salary came from the Administration Personnel budget.

Mr. N. Jackson stated we met on the 14th. On the 15th, he asked why the minutes have not been read and he did not get an answer.

POINT OF ORDER – Mr. Livingston stated he wanted the Chair to rule that the current discussion is out of order. That is not what we came here to discuss. We came here to discuss a personnel issue that was not regarding the contract or dealing with the previous Administrator.

Mr. N. Jackson stated he will wait until the 5th and ask that question.

Ms. Dickerson stated the motion was made to appoint, or request, Dr. Yudice to serve as Acting Administrator.

Mr. Manning stated, per the Assistant County Administrator’s position description, it says, “in the absence of the County Administrator”. Based on the technicality of us not having an Administrator, to be acting in their absence, his motion is to make the clarification that, per the position description, that says a role of the Assistant County Administrator is to act in that role. Then, his motion is, proceeding from tonight, until the appointment of an Interim County Administrator, the Assistant County Administrator, who is Dr. Yudice, have the power to serve the roles and functions of the Acting Administrator of Richland County.

Mr. Malinowski stated he is not sure that the person being asked should be asked at this point, in open session, to give us an answer. He believes they should have time to reflect on it, speak to friends, family and come back and advise us. We can move forward and pass it, if you want to do it, but the person should have the right to tell us later whether they want to accept it or not.

Mr. N. Jackson stated, in this position, the person is the Assistant Administrator. He does not think there is a point where you ask them to act as the Acting Administrator. He thought, based on the rules, in the absence of the Administrator, the Assistant Administrator has those functions. He does not think there is anything to ask. He thinks that is the duty of the Assistant Administrator, in the absence of the Administrator, the Acting Administrator until an Interim Administrator or Administrator is appointed.

Ms. Dickerson stated now we got in a dilemma about minutes and all of this kind of stuff. She does not know where we are, unless Mr. Smith can tell us whether or not what Mr. N. Jackson just stated is correct, or not. To put someone in that position, that person has to accept it, in her opinion.

Mr. Livingston called for the question, seconded by Ms. Myers.

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

Opposed: Malinowski, Manning and C. Jackson

The vote was in favor of calling for the question.

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

Opposed: C. Jackson

The vote was in favor.

4. **ADJOURNMENT** – The meeting adjourned at approximately 6:12.



Dear Members of Columbia-Richland Fire Rescue,

This winter, the Columbia-Richland Fire Rescue Command Staff approved the engagement of the Center for Public Safety Excellence (CPSE) to assist our Department with the creation of a 5 year strategic plan. With CPSE's observations and recommendations in hand a 30 member internal stake holders group was formed and worked extremely hard to build a plan that meets the expectations of our Community Driven findings. This week, the final plan has been delivered to me and will be shared with members of the City and County Governments, as well as other selected Public Safety Committee members. We will release the Strategic Plan via the Columbia-Richland Fire Department website for all of our members to view within the next week.

This plan will be utilized as a compass to guide the direction of the Department over the next five years; we will use this plan to build upon the already strong foundation and history of our Department. While some strategic planning processes are built out of crisis and necessity, our plan arises from strength and opportunity. By leveraging our Department's areas of strength we can enhance and expand our efforts in achieving the nine core goals outlined in this plan. Some initiatives have already begun and some will commence soon, while others will be developed carefully and implemented over the years to come. As the Fire Chief I bear the responsibility for executing this strategy with the support of the Elected Officials, City and County Administrative staff and most importantly, you. We look forward to drawing from the rich resources, expertise and commitment of Columbia-Richland Fire Rescue community in carrying out this multifaceted plan.

Just as we seek to provide the citizens with the highest quality emergency services, our aim is for Columbia-Richland Fire Rescue to be a progressive and energetic institution, one in which strategic planning is an ongoing responsibility and opportunity for enhancing our service to the public. We anticipate that Columbia-Richland Fire Rescue Strategic Plan 2018-2023 will be a living document that while charting the opportunities ahead will be flexible and responsive to new information, developments and perspectives.

What will remain constant is our commitment to Columbia -Richland Fire Rescues' mission, vision and values which appropriately introduce the plan itself. As stewards of the mission, vision and values we look forward to the years ahead for Columbia- Richland Fire Rescue as it strives to be a World-Class provider of All-Hazards Emergency Services. I look forward to your partnership in these years to come.

Yours in Service,

A handwritten signature in blue ink that reads "Aubrey D. Jenkins".

Aubrey D. Jenkins

Fire Chief

COLUMBIA-RICHLAND FIRE RESCUE

STRATEGIC PLAN 2018 - 2023



Facilitated by



Center for
Public Safety
Excellence

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Columbia-Richland Fire Rescue



Dear colleagues and fellow citizens:

It is my pleasure to present to the citizens, our governing representatives and the men and women of the Columbia-Richland Fire Rescue our 2018-2023 Strategic Plan. This strategic plan provides a broad roadmap for CRFR and is intended to be a dynamic and integrated effort. The overarching goals, which each CRFR employee will help achieve, provide a balanced framework of what needs to be done by us to reach our vision and fulfill our mission. The plan contains objectives and strategies committing us to leadership, advocacy, and quality in government.

The launch of this plan provides a new and exciting chapter for CRFR. This process began with gathering the thoughts, concerns and expectations of our citizens. Using the data collected, we gathered a working group of highly motivated and dedicated CRFR members to generate a plan based on community expectations.

Within the pages of this document you will find our mission, vision, and values. This plan also contains the CRFR's nine goals and the objectives needed to implement the needed change in our organization. The one thing I would like to express to our community is that we want to provide them with extraordinary service, which can only be achieved with extraordinary people. Our commitment to our citizens, our members of government and our personnel goes beyond the formulation of this plan; it is seen in our everyday words, actions and deeds. We are proud to serve and be members of our community. It is my sincere hope that you will be as proud of this plan as we are. We look forward to the years that come in an organization striving to serve the community with integrity and professionalism.

Sincerely,


Aubrey D. Jenkins

Fire Chief

City of Columbia / Fire Department

1800 Laurel Street / Columbia, SC 29201 / 803.545.3700 / Fax 803.733.8311

Introduction

Columbia-Richland Fire Rescue (CRFR) provides fire, rescue, emergency medical first response, hazardous materials response, fire investigation, community risk reduction and public education services to the residents, businesses, and visitors of the City of Columbia and Richland County. CRFR is consistently working to achieve and/or maintain the highest level of professionalism and efficiency on behalf of those it serves, and thus, contracted with the Center for Public Safety Excellence (CPSE) to facilitate a method to document the organization's path into the future via a "Community-Driven Strategic Plan." The following strategic plan was written in accordance with the guidelines set forth in the Commission on Fire Accreditation (CFAI) *Fire & Emergency Service Self-Assessment Manual 9th Ed.*, and is intended to guide the organization within established parameters set forth by the authority having jurisdiction.

The CPSE utilized the community-driven strategic planning process to go beyond just the development of a document. It challenged the agency's members to critically examine paradigms, values, philosophies, beliefs and desires, and challenged individuals to work in the best interest of the "team." It further provided the agency with an opportunity to participate in the development of their organization's long-term direction and focus. Members of the organization's external and internal stakeholders' groups demonstrated commitment to this important project and remain committed to the document's completion.

COLUMBIA-RICHLAND FIRE RESCUE
STRATEGIC PLAN
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Organizational Background

In the early days of the town, every citizen was required to keep one fire bucket for each chimney in their house. Five small fire brigades were organized in 1816 with each male citizen expected to serve. In February 1825, volunteer fire companies were organized in Ward 1 and Ward 2 abolishing the fire warden system except in Ward 3, until a third volunteer company could be organized. The captains and lieutenants of those volunteer companies were invested with the powers of fire wardens. The experiment was abandoned later in the year as the volunteer company in Ward 1 was disbanded and no company in Ward 3 was organized. On February 14, 1826, the volunteer system was abolished except for the Vigilant Fire Company in Ward 2. The Fire Warden Plan was resurrected and the reward for the first fire company to the scene of a fire was increased to \$20.00. The city later returned to the volunteer fire company system and the Independent Company was organized in 1837.

The first paid firefighters were hired in 1903 and the Columbia Fire Department (CFD) was organized. On January 22, 1903, William J. May, the Chief of the Columbia volunteer fire system was elected Fire Chief and W. H. Sloan was elected Assistant Chief of the CFD. The organization of the new career department was completed quickly, and service began on February 1, 1903. It was comprised of forty men selected from the four disbanded volunteer companies, divided among the four paid companies. Also included within the career department were two African-American drivers. Chief May insisted that they be retained due to the fact that, “the experience that they had could not be replaced – they are the best men for the job!” T. C. Zoble was also appointed as a paid firefighter after serving as a volunteer fireman. Zoble rose through the ranks as Captain and Assistant Chief.

In 1904, a new fire station was completed at 1313 Sumter Street, the Independent Steam Fire Engine Company was relocated to that location as Engine Company No. 1, and the Phoenix Hook and Ladder Company was relocated to that location as Hook and Ladder No. 1. Representatives of the state’s fire departments, hosted by Chief May, met in Columbia to research the formation of the State Firemen’s Association which officially was established on May 31, 1905. Several large buildings of Columbia College were destroyed by fire on September 9, 1909. In 1910, the population of Columbia rose to 26,319.

On December 27, 1910, the first motorized apparatus, a 1910 Hudson Chiefs car was put in service within the fire department and its driver was A. McC. Marsh. The second piece of motor apparatus purchased by the department was an American LaFrance Combination Chemical and Hose car, put in service on July 15, 1911, at No. 2 station on Blanding Street. It was wrecked answering an alarm on April 3, 1919.

Today, the Columbia Fire Department is now known as Columbia-Richland Fire Rescue (CRFR). The department is comprised of 513 career and 95 volunteer members, staffing 32 fire stations and administration, serving a population of nearly 500,000. The CRFR covers 772 square miles servicing the City of Columbia, the County of Richland, and the towns of Blythewood, Arcadia Lakes, Eastover,





COLUMBIA-RICHLAND FIRE RESCUE

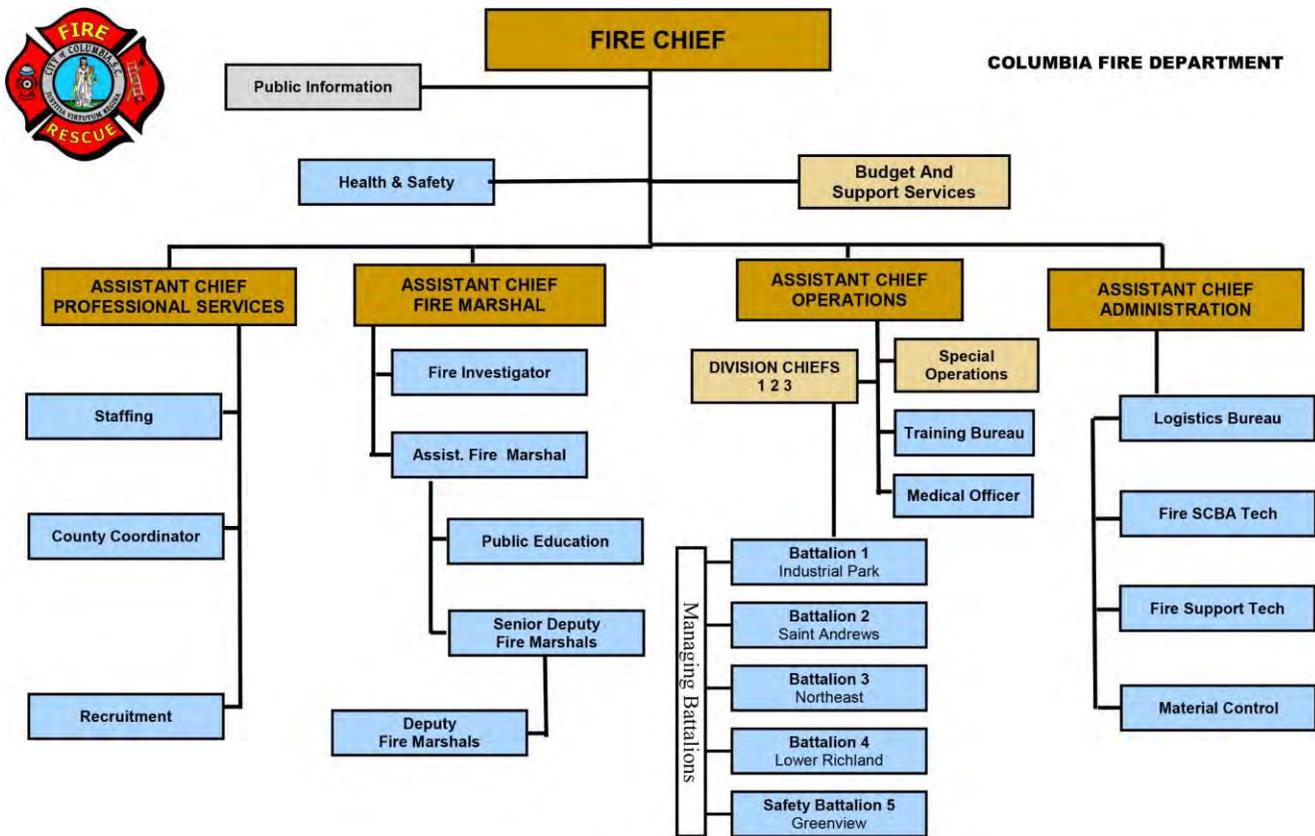
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and Forest Acres. Multiple mutual and automatic aid agreements allow CRFR response to McEntire Air National Guard Base, Fort Jackson, and six surrounding counties.

Columbia and the Capitol Region of South Carolina are alive and growing daily. Our forefathers would be amazed to see the growth of the community they planned, and the dedicated firefighters of the past two centuries would be in awe at the size and scope of the State's largest and premier fire service – Columbia-Richland Fire Rescue.

Organizational Structure



Effective: February 2017





Community-Driven Strategic Planning

For many successful organizations, the voice of the community drives their operations and charts the course for their future. A community-driven emergency service organization is one that seeks to gather and utilize the needs and expectations of its community in the development and/or improvement of the services provided. To ensure that the community remains a focus of an organization's direction, a community-driven strategic planning process was used to develop this strategic plan.

A strategic plan is a living management tool that provides short-term direction, builds a shared vision, documents goals and objectives, and optimizes use of resources.

The process of strategic planning can be defined as “a deliberative, disciplined approach to producing fundamental decisions and actions that shape and guide what an organization (or other entity) is, what it does, and why.”¹

Effective strategic planning benefits from a consistent and cohesively structured process employed across all levels of the organization. Planning is a continuous process, one with no clear beginning and no clear end. While plans can be developed on a regular basis, it is the process of planning that is important, not the publication of the plan itself. Most importantly, strategic planning can be an opportunity to unify the management, employees, and stakeholders through a common understanding of where the organization is going, how everyone involved can work to that common purpose, and how progress and levels will measure success.

¹ See Definition, Purpose, and Benefits of Strategic Planning (Bryson 8)





Process and Acknowledgements

The Center for Public Safety Excellence (CPSE) acknowledges and thanks the community’s and the agency’s external and internal stakeholders for their participation and input into this Community–Driven Strategic Planning Process. The CPSE also recognizes Fire Chief Aubrey D. Jenkins and his team for their leadership and commitment to this process.

The Community–Driven Strategic Planning Process Outline

1. Define the programs provided to the community.
2. Establish the community’s service program priorities and expectations of the organization.
3. Identify any concerns the community may have about the organization, along with aspects of the organization that the community views positively.
4. Revisit the Mission Statement, giving careful attention to the services and programs currently provided, and which logically can be provided in the future.
5. Revisit the Values of the organization’s membership.
6. Identify the internal Strengths and Weaknesses of the organization.
7. Identify areas of Opportunity for, and potential Threats to the organization.
8. Identify the organization’s critical issues and service gaps.
9. Determine strategic initiatives for organizational improvement.
10. Establish a realistic goal and objectives for each initiative.
11. Identify implementation tasks for the accomplishment of each objective.
12. Determine the Vision of the future.
13. Develop organizational and community commitment to accomplishing the plan.

Development of this strategic plan took place in February 2018, beginning with a meeting hosted by a representative from the CPSE for members of the community (external stakeholders, as named in the table below). Input received from the meeting revolved around community expectations and concerns, as well as positive and other comments about the organization.

Columbia-Richland Fire Rescue External Stakeholders

| | | | |
|------------------|--------------|---------------|-----------------|
| Bradley Anderson | Todd Griffin | Vi Hendley | Elizabeth Marks |
| Richard K. Roose | Ceeon Smith | Robin Spaniel | Will Thrift |

Community Group Findings

A key element of the Columbia-Richland Fire Rescue organizational philosophy is having a high level of commitment to the community, as well as recognizing the importance of community satisfaction. Thus, the agency invited community representatives to provide feedback on services provided.





Community Priorities

To best dedicate time, energy, and resources to services most desired by its community, the CRFR needs to understand what the customers consider to be their priorities. With that, the external stakeholders were asked to prioritize the programs offered by the agency through a process of direct comparison. The results were as follows:

| Programs | Ranking | Score |
|---|---------|-------|
| Emergency Medical Services | 1 | 55 |
| Rescue – Basic and Technical | 2 | 49 |
| Fire Suppression | 3 | 45 |
| Hazardous Materials Mitigation | 4 | 32 |
| Community Risk Reduction | 5 | 31 |
| Domestic Preparedness Planning and Response | 6 | 30 |
| Public Fire and Life Safety Education | 7 | 18 |
| Wildland Fire Services | 8 | 15 |
| Fire Investigation | 9 | 13 |



External Stakeholders Work Session

Community Expectations

Understanding what the community expects of its fire and emergency services organization is critically important to developing a long-range perspective. With this knowledge, internal emphasis may need to be changed or bolstered to fulfill the community needs. In certain areas, education on the level of service that is already available may be all that is needed. To follow are the expectations of the community's external stakeholders:





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Community Expectations of Columbia-Richland Fire Rescue (in priority order)

1. Prompt, competent, effective response to emergencies. Quick response. Respond quickly to calls for emergencies. Arrival time. Timely and rapid response to calls - emergency - from campus. Fast response to fire and medical emergencies. Quick response.
2. Strong emphasis on prevention of fire, rescue, and medical through enforcement of codes, adoption of ordinances, and public education. Regular inspections of commercial properties. Review of property for fire safety. Improve fire prevention services: code enforcement is understaffed; b) public education is understaffed; c) promote the use of fire sprinkler systems in all structures, especially single-family residential: [i] change laws and ordinances if possible; [ii] develop incentives; [iii] provide community education.
3. All firefighters be outfitted for two sets of PPE breathing apparatus up-to-date, extractors, and dryers at each station. Proper equipment for response.
4. Training in the use of equipment. Trained in HazMat/Medical. Training updated/drills. Proper training.
5. Excellent customer service. Good customer relations for fire safety. Develop a comprehensive customer service plan: a) consider the customers' needs; b) evaluate how citizens view the fire department; [i] be accessible, [ii] respond to all inquiries within 24 hours, [iii] do not have full voicemail boxes, [iv] re-evaluate tinting windows in CFD vehicles; c) follow up on the quality of all services; d) construct rooms for use by the community at all fire stations.
6. Building fire stations 2 and 11 – both slated for replacement 10 years ago.
7. Consolidate CFD and Richland County EMS Services Department including EMS: a) opportunity for significant enhancement of service with some cost savings; b) majority of incidents are medical; c) fire department handles major portions of disaster planning and response; d) should not have two countywide agencies under different management providing the same services; e) meddling by county administrators in fire department operations [i] construction of stations; [ii] purchase of different and lower quality trucks; [iii] distrust between city and county officials; f) because both the city and county councils must agree to the fire department's budget.
8. Assessment of the emergency situation for life/rescue and property damage.
9. Fire stations clean and neat.
10. Monitoring and evaluating student living and learning areas.
11. Logistics be efficient and effective for the firefighters - plan for current and future needs - be prepared.





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12. Constant work at improvement in all areas.
13. Rescue/health/life of victims.
14. Community involvement.
15. Recommend to administration best practices in safety and prevention.
16. Become accredited: a) identify gaps in services; b) retool processes and systems; c) meet national standards; d) a fulltime position would be needed to manage this.
17. Dedicated mechanic shop for fire apparatus only with updated equipment.
18. Excellent planning for all types of emergencies.
19. Extinguish fire.
20. Work as a team member with the campus on risk and emergency matters.
21. Plan for replacement of apparatus in a timely manner, some are 10+ years old.
22. Plans are followed up on.
23. Professional and courteous.
24. Manage fire locations (HazMat, smoke, debris).





Areas of Community Concern

The planning process would be incomplete without an expression from the community regarding concerns about the organization. Some areas of concern may in fact be a weakness within the delivery system, while some weaknesses may also be misperceptions based upon a lack of information, understanding, or incorrect information.

Areas of Community Concern about Columbia-Richland Fire Rescue (verbatim, in priority order)

1. Address pay and benefits needs of employees to attract high quality personnel and retain them: a) Pay should be higher than other fire departments in the market; b) benefits should be competitive and secure; c) Significant pay adjustments should be offered for each additional education level and for acquiring and maintaining special certifications; d) Incentives should be offered to encourage retention, such as pay step increases for every five years of service within the department. Pay is too low, causing problems with recruitment and retention of qualified personnel. Better pay, in order to recruit and retain the best.
2. The health and safety of firefighters addressed through equipment needed to do the job. Making sure the department has the right equipment. Up-to-date equipment/equipment condition.
3. Funding through government is limited. City must begin charging impact fees and fees for service for all non-profit and State facilities; colleges and universities as well. Adequate training and support from city.
4. Adequately staff administrative positions to ensure effective services: a) a. Administrators and elected officials are more understanding of the need to approve additional field positions (firefighters, engineers, company officers) as needs arise, but are reluctant to increase the number of administrative positions that are needed to support field personnel; b) b. Planning section to get ahead of needs, including: Future construction and renovations / Fleet and equipment projections / Revisions and upgrades to communications, computer systems, and other technology; c) On duty Battalion Chief to focus exclusively on safety needs at incidents and to follow-up on indicated safety enhancements; d) d. Battalion 4 may need to be split into an additional battalion (huge area / significant development). Adequate staffing to cover shifts and service areas.
5. Void in experienced personnel due to retirement numbers.
6. Firefighters are supported in word and action. Many feel "great ideas" are put forth but never seem to come to fruition.
7. Contact and coordination with 911 system.
8. Past issues preventing relationships from moving forward.
9. Time and who to contact when requesting a fire/incident report - I had to make multiple trips/phone calls to receive report.





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10. Enhance the equality of leadership at all ranks: a) Aggressively promote higher education for all ranks from Captain to Chief; b) Provide significant leadership development for all supervisors.
11. Possible morale issues.
12. Eroding of benefits including health insurance and pension plan.
13. Keep the neighborhood aware of fire safety.
14. Captains need to be more visible in the community, and easier to reach.
15. Growing on par with the city and community to continue to meet the needs.
16. Administration is overloaded.
17. One unified fire service funded by all municipalities served, as well as Richland County.
18. Current system does not work; phone numbers have changed and people have transferred, so phones are often not answered at stations.
19. Coordination problems between the city and county.
20. Fire Station in Engine 2 call area with ladder and EMS. ASAP



External Stakeholders Work Session





Positive Community Feedback

The CPSE promotes the belief that, for a strategic plan to be valid, the community's view on the organization's strengths must be established. Needless efforts are often put forth in over-developing areas that are already successful. However, proper utilization and promotion of the strengths may often help the organization overcome or offset some of the identified weaknesses.

Positive Community Comments about Columbia-Richland Fire Rescue (verbatim, in no particular order)

- Most CFD personnel care deeply about the services they provide.
- The City-County contract arrangement is an excellent arrangement for effective and efficient services.
- Fire department is moving in the right direction with service improvements, especially EMS.
- Community involvement
- Staff personalities – always nice, polite and eager to help.
- Seems to be a strong sense of camaraderie among the firemen.
- I have only lived in house 1 year. Fire department has been great. Makes you feel part of the neighborhood.
- Thanks for all you do.
- Chief is engaging, understanding, and responsive.
- Team responds to issues in a timely manner.
- Team is thoughtful and helpful in educating staff on codes and policies.
- Department does a great job of attending events and reaching out to children.
- Department interacts well with the neighborhoods.
- Presents a professional image when responding to emergencies.
- Friendly and efficient on calls.
- Periodic visits to check fire safety of our business.

Internal Stakeholder Group Findings

The internal stakeholder work sessions were conducted over the course of three days. These sessions served to discuss the organization's approach to community-driven strategic planning, with focus on the agency's Mission, Values, Core Programs and Support Services, as well as the organization's





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perceived Strengths, Weaknesses, Opportunities, and Threats. The work sessions involved participation by the broad organization representation in attendance, as named and pictured below.

Columbia-Richland Fire Rescue Internal Stakeholders

| | | | |
|--|--|--|--|
| George Adams Fire Marshal | Charles Boone Fire Equipment Operator | James Carricato Division Chief | David China Engineer |
| Michael Cothran Division Chief | Morgan Craver Volunteer Firefighter | Dameion Dawson Deputy Fire Marshal | Jamie Helms Assistant Fire Chief |
| Herbert Barnett Fire Hydrant Supervisor | Marcas Houtchings Fire Engineer | Robert Lee Hughes, Jr. Captain | Randell Jacobs Firefighter |
| Scott Jacobs Division Chief | Aubrey Jenkins Fire Chief | Darius Johnson Senior Firefighter | Victor Kemper Captain |
| Christopher Kip Battalion Chief | Bengie Leverett Public Education Officer | Daniel McManus Special Operations Chief | Albert Owusu Fire Safety Health Chief |
| Kurt Paschoal Captain | Wilfred Roach Fire Staffing Chief | Sebastian Shealy Senior Firefighter | Desire Simpkins Lead Admin Assistant |
| Brannon Taylor Battalion Chief | Jack Veal Training Officer | Gregory Walker Captain | Randy Wells Assistant Fire Chief |
| Alpod Williams Logistics Chief |  | | |

Internal Stakeholders





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Mission

The purpose of the mission is to answer the questions:

- Who are we?
- Why do we exist?
- What do we do?
- Why do we do it?
- For whom?

A workgroup met to revisit the existing mission and, after ensuring it answered the questions, the following mission statement was created, discussed, and agreed upon by the entire group:

**We are Columbia-Richland Fire Rescue.
We save lives and protect property through community risk reduction and professional emergency response to the public we serve.**

Values

Values embraced by all members of an organization are extremely important, as they recognize the features that make up the personality and culture of the organization. A workgroup met to revisit the existing values and proposed a revision that was discussed, enhanced further, and agreed upon by the entire group:

Columbia-Richland Fire Rescue holds our core values in high regard:

Community representing both citizens and employees.

Integrity with Professionalism.

Service above self.

The Mission and Values are the foundation of this organization. Thus, every effort will be made to keep these current and meaningful so that the individuals who make up Columbia-Richland Fire Rescue are guided by them in the accomplishment of the goals, objectives, and day-to-day tasks.





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Vision

CRFR is extraordinary people providing extraordinary service. We are committed to excellence in every task we perform. Our department will provide our citizens with World Class emergency services that are community driven, financially responsible and unheralded dedication to the safety of our citizens and employees.

C- Community values and dedication to the shared image of our cultural and economic vision.

R- Rich lands diverse in trade routes and farmland, rivers and lakes and significant legislative hub, boasts vibrant communities and educational facilities in support of a diverse community and its continued growth.

F- Fire safety standards dedicated to enhancing the skills and abilities of our firefighter's and duty to the community.

R- Reduction in incidents by increasing fire awareness through community outreach and superb training.





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Programs and Services

The agency's internal stakeholders identified the following core programs provided to the community, as well as many of the services that enable the organization to deliver those programs:

Core Programs of Columbia-Richland Fire Rescue

- Fire Suppression
- Wildland Fire Services
- Rescue – Basic and Technical
- Emergency Medical Services
- Fire Investigation
- Hazardous Materials Mitigation
- Community Risk Reduction
- Public Fire and Life Safety Education
- Domestic Preparedness Planning and Response

Supporting Services of Columbia-Richland Fire Rescue

- Training Division
- Human Resources
- Fleet Services
- Logistics
- Law Enforcement
- Forestry
- Dispatch
- Military
- Airport
- Churches
- Business owners
- Finance
- School District
- Information Technology
- Public Works
- Parks and Recreation
- City and County Government
- Media
- Council for the Aging
- Homeowner associations
- Columbia Urban League
- State Fire Marshal
- National Park Services
- Red Cross
- Lieutenant Governor's Office
- State Government
- City and County Emergency Management
- Richland County Emergency Medical Services
- Department of natural resources
- Mutual/automatic aid
- Neighborhood associations
- Colleges and Universities
- Department of Homeland Security
- Hospitals
- South Carolina Emergency Management Division
- CSX/Norfolk
- Utility companies
- Occupational Safety and Health Administration
- Department of Transportation
- Federal Emergency Management Agency
- National Fire Protection Agency
- International Code Council
- Center for Public Safety Excellence
- Geographic Information System
- South Carolina Firefighters Association (SCFA)
- Department of Health and Environmental Control
- Public transportation (COMET)
- South Carolina State Firefighters Foundation
- South Carolina Fire Chief's Association
- International Association of Firefighter's Local 793
- International Association of Black Professional Firefighters
- International Association of Fire Chief's

S.W.O.T. Analysis

The Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis is designed to have an





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organization candidly identify its positive and less-than-desirable attributes. Internal stakeholders participated in this activity to record their strengths and weaknesses, as well as the possible opportunities and potential threats.

Strengths

It is important for any organization to identify its strengths to ensure that it can provide the services requested by the community, and that strengths are consistent with the issues facing the organization. Often, identification of organizational strengths leads to the channeling of efforts toward primary community needs that match those strengths. Programs that do not match-up with organizational strengths, or the primary function of the organization, should be seriously reviewed to evaluate the rate of return on staff time and allocated funds.

Through a consensus process, the internal stakeholders identified the agency’s strengths as follows:

Strengths of Columbia-Richland Fire Rescue

- People (personnel)
- Employee age range
- Internal committees
- Community outreach efforts
- Quality tools and equipment
- Minimum staffing levels
- Location (diverse response areas)
- Eager personnel
- Recent pay raises
- ISO Class 1 & 2
- Adaptability (flexible)
- Quality of service
 - Timely response
 - Excellent customer service
 - Professionalism
- Advancement opportunities
- Strong training culture
- Ability to field special resources
- Incentive pay
- Educational requirements
- Wide range opportunity for career path
- Better trained in diverse skills (EMT, Hazmat, Swiftwater, etc.)
- Good radio template/operating system
- SOGs (established, general guidance)
- Location – 2 hours to anywhere in South Carolina
- Diversity (represent community we serve)
- Pride for current department, heritage, lineage
- Telestaff/Kronos – flexibility, simple, easy
- Employee health benefits (gym/check-ups)
- Communicating within department
- Brotherhood/Sisterhood/Family Oriented
- Good chain of command/leadership
- Size of department (internal resources)
- Quality code enforcement/plan review
- Ability to provide input back to fire department
- Positive relationships with outside agencies
- Training opportunities (Hazmat, rescue, support)
- Fire Officer I – majority (if not all)
- Working towards placing qualified personnel in every position





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Weaknesses

For any organization to either begin or to continue to move progressively forward, it must not only be able to identify its strengths, but also those areas where it functions poorly or not at all. These areas of needed enhancements are not the same as threats to be identified later in this document, but rather those day-to-day issues and concerns that may slow or inhibit progress. The following items were identified by the internal stakeholders as weaknesses:

Weaknesses of Columbia-Richland Fire Rescue

- Communication
- Budget
- Staffing (shortage, FTE's)
- Personnel development
- Apparatus standardization
- Misapplication of committee process
- Behind in technology
- Consistency in employee recognition
- Consistency in citizen recognition
- Decision making, inability
- Lack of fitness program
- Inexperienced workforce
- Rumor mill
- Lack of policies, SOC, process
- A culture of micro management
- Lack of expectations (job duties)
- Youth in position
- Lack of CDL
- Risky behavior/risk vs. benefit
- Mentorship
- Lack of unity CFD vs CRFD
- Logistics
 - Not updating logistics with improved technology
 - repairing gear
 - stock supplies
 - shirt of shirt
 - uniforms
 - service/inventory
- Morale
- Station Conditions
- SOG's requiring Review/Updating
- Reporting
- Lack of follow through
- Eroding benefits
- Language diversity
- Inadequate delegation
- Be intentional with salvage
- Special Operations training (initial/annual)
- Maintenance/Replacement planning/funding of equipment
- Rural area water supply
- Lack of uniform processes throughout department
- Too many people making decisions
- Chain of command doesn't flow properly/Access to upper management needs to come through proper channels
- Rely too heavily on grant money (staffing/equipment)
- Lack of consistency and enforcement
- Station conditions (gender neutral areas)
- Haven't built new facilities
- Lack of office space
- Entitlement
- Community involvement
- Data management
- Lack of reserve apparatus
- Lack of ID name
- Lack of territorial knowledge
- Reactive not proactive
- Retention
- Fire department growth compared to community growth
- Software needed to support fire department
 - CAD/PCR/Firehouse, etc.
 - Internal procurement
 - Kronos
- Recruitment (volunteer/career) more help
- Administrative development
- Leadership development
- Marketing the CFD
- Administration overworked / understaffed (prevention, training, assistants, etc.) / administrative job saturation
- Medical training
- Attrition – past and present
- Loss of holidays
- Compensation/benefits
- Lack of QRV's (quick response vehicles)





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- Exploitation/undermining of decisions
- Improve the process to obtain fire reports

Opportunities

The opportunities for an organization depend on the identification of strengths and weaknesses and how they can be enhanced. The focus of opportunities is not solely on existing service, but on expanding and developing new possibilities both inside and beyond the traditional service area. The internal stakeholders identified the following potential opportunities:

Opportunities for Columbia-Richland Fire Rescue

- Growth
- Increase visibility to the community
- Better partnership with hospitals
- Use of retirees as a resource
- Medical transport and billing
- Utilize the city health program
- Citizens academy
- GIS response time data
- Degree programs
- Accreditation (CPSE)
- Media: City talk/local TV-radio/etc.
- SCFFA – train/benefits
- IAFF – resource deployment models
- Use of sponsorships/grants
- Quarterly training
- Better hardware and software
- Better training partnership
- Increase community communication
- Adoption of Never Off Duty technology
- Explore outside opportunities – recruitment/volunteer/high school/college/military
- Improve water system in the county with better water system (help ISO rating and our water supply)
- 2018 South Carolina Fire Rescue Conference
- Enhancing relationships with neighboring departments
- Impact fees (colleges, universities, state, federal property)
- Better relationships with all agencies
- Utilize food share of COLA to help with firefighter health
- Utilize State Fire Marshal office to achieve better reporting consistencies
- Improve relationship with HOA’s
- Use of tablets for use of AVL, pre-plans, etc.
- Better dispatching technology (active 911/GIS/preplan)
- Firehouse run reporting (National comparison)
- Our relationship with community advocates
- Utilize National Fire Academy: leadership/all federally funded opportunities
- External consultants for fire department growth
- Partnership with all colleges and universities
- History of the Columbia Fire Department
- Working with CPD to improve joint public safety services
- Tie CRFR goals/strategies City/County Goals





Threats

By recognizing possible threats, an organization can reduce the potential for loss. Fundamental to the success of any strategic plan is the understanding that threats are not completely and/or directly controlled by the organization. Some of the current and potential threats identified by the internal stakeholders were as follows:

Potential Threats to Columbia-Richland Fire Rescue

- Economy – instability
- Environmental/disaster
- Retention – threats to benefits/pay
- Accidents – Citizen driver awareness
- Regional growth impact
- Limited tax base
- Shrinking volunteer base
- Community apathy
- Political issues / trends
- Fire city/county split
- Open litigation issues
- Budget cuts
- Fleet services design of apparatus (command vehicles, brush trucks/Jeep)
- Fleet replacement / Bond
- Loss of identity
- Dual management
- Short-sided budget expectations – limited
- Some inter-governmental agreements
- Health and injuries to firefighters
- Lack of development planning – fire department not included
- Deteriorating, insufficient infrastructure
- County growth (Killian Blythewood, Station 30)
- Terrorism (cyber, WMD)
- A 911 city/county split
- Lack of operational control of EMS
- Retiree’s negativity after they leave the department
- Decrease of \$650 million in Federal/DHS grant money
- Growth within city limits (not keeping up)
- Public interpretation of agency’s communication (quality and quantity) via social media
- Losing CRFR firefighters to other fire departments and/or private industry



Internal Stakeholder Work Sessions





Strategic Initiatives

Based upon all previously captured information and, following group determination of critical issues and service gaps (Appendix A), the following strategic initiatives were identified as the foundation for the development of goals and objectives.

Columbia-Richland Fire Rescue Strategic Initiatives

- Internal Communications
- External Communications
- Technology
- Workforce Planning
- Professional Development
- Physical Resources
- Health and Wellness
- Service Delivery
- Accreditation

Goals and Objectives

To continuously achieve the mission of Columbia-Richland Fire Rescue, realistic goals and objectives with timelines for completion must be established to enhance

“The tragedy...doesn’t lie in not reaching your goal. The tragedy lies in having no goal to reach.”

Benjamin Mays
Minister

strengths, address identified weaknesses, provide a clear direction, and address the concerns of the community. These should become a focus of CRFR efforts, as they will direct the organization to its desired future while having reduced the obstacles and distractions along the way. Leadership-established work groups should meet and manage progress toward accomplishing these goals and objectives, and adjust timelines as needs and the environment change. Regular reports of progress and changes should be shared with the CRFR leadership, with the department’s governing body, and with the community served.



Internal Stakeholders Work Session

Goal 1 Establish effective internal departmental communications.





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| | | |
|-------------------------|--|---|
| Timeframe | Ongoing | |
| Objective 1A | Conduct analysis of how our department communicates on all levels. | |
| Timeframe | 3 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Review current avenues of communications. • Identify service gaps in current formats. • Survey employees to identify current communications are timely, informative, and consistent. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 1B | Research alternative communication methods. | |
| Timeframe | 3 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Research industry best practices. • Conduct a cost analysis. • Identify which are most effective to our membership. • Present findings with recommendations. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 1C | Execute Communications Plan. | |
| Timeframe | Ongoing | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify issues that are best communicated in person. • Research industry best practices. • Research options to educate, train, and develop skills. • Train, evaluate, and implement. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 1D | Improve methods of information flow. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Define implementation team • Implement • Evaluate | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 2 | Enhance community outreach services through improved communications with the public. | |
| Objective 2A | Effectively promote Columbia-Richland Fire Rescue to the community. | |
| Timeframe | 30 days | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify current use of media. • Research and compare how other departments utilize the media. • Enhance current program by utilizing the gathered data. • Implement program enhancements to support disbursement of annual reports and other department communications. • Re-evaluate annually. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 2B | Use community associations to improve communication with the public. | |
| Timeframe | 3 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Assess our current attendance and communication with community associations. • Identify resources for tabulating association information. • Develop outreach plan. <ul style="list-style-type: none"> ○ Formalize survey to obtain feedback from service recipients and other external stakeholders. ○ Develop guidance for suppression personnel to request survey feedback. • Implement outreach plan. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 2C | Organize efforts to build positive relationships with outside agencies. | |
| Timeframe | 6-9 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify outside agencies with whom we need positive relationships. • Assess and review current efforts. • Evaluate relationship needs and gaps. • Write guidelines to manage external relationships. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 3 | Upgrade and enhance the technology within the CRFR. | |
| Timeframe | 3-5 years | |
| Objective 3A | Review current capabilities of hardware and software. | |
| Timeframe | 2 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Develop a team. • Inventory current hardware/software. • Identify strengths and gaps. • Partner with city/county IT. • Prioritize upgrade needs. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 3B | Research new software and hardware technology. | |
| Timeframe | 6-9 months | Assigned to: |
| Critical Tasks | After completion of objective A: <ul style="list-style-type: none"> • Visit other departments to evaluate their systems. • Identify pros and cons, cost, capabilities, longevity of AVL, thermals, CAD. • Evaluate service plans and upgrade capabilities. • Evaluate communication mechanisms (i.e.: monitors, streaming info). • Evaluate data management and reporting utilization. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





COLUMBIA-RICHLAND FIRE RESCUE

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Objective 3C Develop and implement a technology improvement process.

Timeframe 3-5 years **Assigned to:**

After completion of objective B:

- Develop training program for new technology.
- Implement new technology training program.
- Roll out new technology.

Critical Tasks

- Integrate new tech data systems: CAD integration AA
- Inspection info
- Hydrant data
- Availability of preplan info
- eCommerce options

Funding Estimate Capital Costs: Consumable Costs:
Personnel Costs: Contract Services Costs:

Objective 3D Track and review technology effectiveness

Timeframe Ongoing **Assigned to:**

After completion of objective C:

- Develop technology evaluation for effectiveness.
- Adjust based on evaluation results/troubleshoot with IT.
- Continuous quality improvement/Monitor for variation.

Funding Estimate Capital Costs: Consumable Costs:
Personnel Costs: Contract Services Costs:





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| Goal 4 | Develop a comprehensive workforce plan to improve service delivery. | |
| Objective 4A | Research and identify current workforce development processes. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify current workforce plan elements (positions and responsibilities, existing job descriptions, employee development offerings, recruitment, hiring processes, etc.). • Gather examples from other like-sized and staffed agencies. • Identify targets of excellence for elements of the workforce plan. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 4B | Determine staffing needs and process for improvement. | |
| Timeframe | 12-18 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Assess current staffing model against expectations and demands. • Clearly define current duties and responsibilities for each position. • Create a plan to address enhanced staffing requirements. • Redefine areas of operation, including personnel. • Modify current job descriptions, to provide additional specificity. • Identify gaps/needs in staffing (including administrative/executive staffing). | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 4C | Assign tasks and provide resources to implement the workforce plan. | |
| Timeframe | Ongoing-Continuous Improvement | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Set an implementation schedule. • Provided necessary training and resources. • Review and evaluate performance. • Adjust process as necessary. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Objective 4D | Determine training capabilities and needs to support an improved workforce plan. | |
| Timeframe | Ongoing-Continuous Improvement Assigned to: | |
| Critical Tasks | <ul style="list-style-type: none"> • Assess current training division capabilities, with consideration for stakeholder input. • Compare the CRFR training division to similar sized agencies. • Identify gaps and resources needed to provide the agency with quality personnel. • Develop process for enhanced personnel training in support of the overall workforce plan. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 4E | Assess and improve processes to attract and retain top talent. | |
| Timeframe | Ongoing Assigned to: | |
| Critical Tasks | <ul style="list-style-type: none"> • Assess current recruitment and hiring processes. • Identify areas for improvement. • Conduct salary/benefits/schedule survey. • Utilize external community outreach processes, including school districts, to enhance recruitment efforts. • Develop measurements for success including staffing levels, attrition rate goals, and number of quality applicants. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 5 | Establish a comprehensive and professional development program to attract, retain, and enhance quality employees. | |
| Timeframe | 3 years | |
| Objective 5A | Enhance employee administrative/management skills and abilities for performing their job functions. | |
| Timeframe | 1 year | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> Identify and utilize an external resource to assess required administrative and management skill sets. Assess information acquired for implementation. Identify and partner with educational resources. Develop an administrative/management program to address identified needs to promote effective management group/teams. Implement, promote, and evaluate management program as an ongoing process. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 5B | Establish and publish career paths for upward mobility to include succession planning. | |
| Timeframe | 1 year | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> Use available resources to identify all positions and assignments. Define requirements and certifications needed for each position. Benchmark other fire departments for ways they communicate career path guidance. Create our own career path guidance map. Publish | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 5C | Develop effective interpersonal and leadership techniques to enhance internal and external relationships. | |
| Timeframe | 1 year | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> Identify current “soft skill” needs in the department. Research and identify leadership interpersonal skills programs that address current needs in the department. Consider potential budget impact of hiring external consulting resources. Define a comprehensive training plan to address all personnel. Implement the plan. Evaluate effectiveness of training program. Reassess needs as an ongoing process. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Objective 5D | Define and implement a mentorship program to develop future leaders in our department. | |
| Timeframe | 1 year | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify formal mentorship programs in other external organizations. • Gather data concerning external models. • Identify goals of the mentorship program. • Using gathered information, establish/adopt a structured mentorship program that meets identified goals. • Implementation of the mentorship program. • Evaluate and reassess the mentorship program as an ongoing process. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 5E | Institute a program for sending members to external training opportunities. | |
| Timeframe | 2 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Assign a project manager. • Assess budgetary impact and research alternate funding options. • Identify external training opportunities. • Prioritize opportunities. • Publicize opportunities. • Define a fair and transparent program for selecting and sending members to attend these opportunities. • Define a structured platform for members to gather and share learned knowledge and skills. • Implement program. • Evaluate effectiveness for growth of the program. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 6 | Develop a dynamic infrastructure and resource plan to sustain future growth. | |
| Timeframe | 2-3 years | |
| Objective 6A | Evaluate current infrastructure and equipment. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Inventory current location and condition of all facilities, vehicles, and equipment. • Establish teams/work groups. • Establish a standard checklist for facilities, vehicles, and equipment evaluations. • Provide a report on the findings of the work group/executive staff. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 6B | Develop a new and current facilities and locations plan. | |
| Timeframe | 9 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Assemble a team of internal and external stakeholders. • Review current industry fire station designs. • Select and partner with a consultation firm for facility location, renovation and construction. • Conduct a cost analysis. • Present findings for review and approval. • Secure funding. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 6C | Construction of infrastructure plan. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify if current physical infrastructure meets community needs. • Collaborate with City/County consultants to define infrastructure needs/requirements. • Define a 3 to 5-year growth plan. • Utilize findings/information for future Capital Improvement Projects (CIP). | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 7 | Establish a wellness program that improves the health and well-being of its members and families. | |
| Timeframe | 18-24 months | |
| Objective 7A | Establish a cancer initiative within Columbia-Richland Fire Rescue. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Identify cancer prevention best practices within the fire services. • Evaluate identified practices for effectiveness and ability to be implemented within the CRFR. • Develop an implementation plan, secure funding and review plan for impact. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 7B | Integrate current efforts and pursue new opportunities to formalize the physical fitness program. | |
| Timeframe | 1 year | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Capture progress of current physical fitness program. • Review, finalize, and implement the physical fitness policy. • Partner and establish health education and nutrition opportunities with a nutritionist to assist with healthy living. • Ensure that annual physicals meet or exceed National Fire Protection Association standards. • Support/maintain current fitness center memberships. • Explore additional partnerships for fire stations with limited access to fitness centers. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 7C | Establish support programs for the mental health of career, and volunteer personnel. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Establish/fund programs for mental health. <ul style="list-style-type: none"> ○ Re-establish a peer support/chaplain program. ○ Form partnerships with outside mental health resources. ○ Establish an outreach program to past Columbia-Richland Fire Rescue members including health and wellness checks, updates, and providing current events. ○ Establish a family support network, or expand current family programs that provides assistance and ensures their well-being (Flower Program). | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 8 | Design, develop, and deploy a service delivery model that meets and exceeds our citizen's expectations. | |
| Timeframe | 3-5 years | |
| Objective 8A | Identify current citizen expectations and needs. | |
| Timeframe | 3-6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Gather and organize stakeholder/citizen input. • Evaluate current framework to comparable departments and national standards. • Identify service delivery gaps (emergency medical response, prevention, CRR, administration, first rescue response, executive). • Research improved delivery models. • Identify and research improved technology upgrades to enhance response (reporting, AVL, station). | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 8B | Develop an improved service delivery model. | |
| Timeframe | 3-5 years | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Develop a plan using gathered data to improve emergency medical response. • Develop a plan using gathered data to improve prevention and CPR. • Develop a plan, including SOG review, creation, and implementation to improve response times. • Develop improved technology plan to enhance response. • Develop a plan to improve administrative delivery. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 8C | Implement and deploy our improved service models. | |
| Timeframe | 3-5 years | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Publish new service models. • Train and implement service delivery models. • Review and revise service delivery models. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Goal 9 | Prepare for, pursue, achieve and maintain international accreditation. | |
| Objective 9A | Form committees as needed to pursue and maintain accreditation. | |
| Timeframe | 30 days | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Establish committee member criteria. • Determine the composition of the committee. • Develop and complete the selection process. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 9B | Prepare a community-driven strategic plan. | |
| Timeframe | 3 months and on-going | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Hold an external stakeholder meeting where community members provide feedback on program priorities, service expectations, concerns and strengths perceived about CRFR. • Provide internal stakeholder work sessions to evaluate (and update if necessary) the mission, vision and values; determine internal strengths and weaknesses, external opportunities and threats; establish critical issues and service gaps, determine goals and objectives to achieve over five years. • Determine a work plan for the accomplishment of each goal and implement the plan. • Annually evaluate objectives accomplished with the plan. • Report annual plan progress to internal and external stakeholders. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 9C | Conduct a community hazards and risk assessment, and publish a Community Risk and Standards of Cover document. | |
| Timeframe | 6 – 12 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Obtain instruction on hazard and risk assessment, and standards of cover preparation. • Perform community hazards and risk assessment. • Evaluate historical community emergency response performance and coverage. • Establish benchmark and baseline emergency response performance objectives. • Establish and publish Standards of Cover. • Maintain, and annually update the Standards of Cover document. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





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| Objective 9D | Conduct and document a self-assessment of the department utilizing the CPSE/CFAI Fire and Emergency Services Self-Assessment Manual criteria. | |
| Timeframe | 6 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Obtain instruction on writing a CFAI self-assessment manual. • Assign self-assessment manual category and criterion writing to the agency accreditation committee/team members as appropriate. • Review self-assessment and ensure all reference items are in order. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 9E | Achieve agency accreditation by the CFAI. | |
| Timeframe | 4 months | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Apply for “Candidate Agency” status with the CFAI. • Prepare for CFAI Peer Assessor Team visit. • Upload Strategic Plan, Standards of Cover, and Self-Assessment Categories and Criterion for review and comment by CFAI Peer Team. • Host CFAI Peer Team site visit for accreditation review. • Receive CFAI Peer Team recommendation to CFAI for Accredited status. • Receive vote during the CFAI hearings in favor of Accredited status. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |
| Objective 9F | Maintain agency accreditation with the CFAI. | |
| Timeframe | Ongoing | Assigned to: |
| Critical Tasks | <ul style="list-style-type: none"> • Submit required Annual Compliance Reports. • Attend CFAI “Dayroom Discussion” web-meetings for continued education. • Participate in the accreditation process by providing “peer assessors” for external agency review and identification of possible best practices. • Participate in the annual CPSE Excellence Conference for continued education and networking with other accreditation teams and accredited agencies. • Submit Annual Compliance Reports as required by CFAI policies. • Establish succession development of internal accreditation team in preparation for next accreditation cycle. | |
| Funding Estimate | Capital Costs: Personnel Costs: | Consumable Costs: Contract Services Costs: |





Performance Measurement

To assess and ensure that an organization is delivering on the promises made in their strategic plan, the organization's leaders must determine performance measures for which they are fully accountable. Performance measures are specific measurable results that indicate achievement. As output measurement can be challenging, the organization must focus on the assessment of progress toward achieving improved output. Organizations must further be prepared to revisit and revise their goals, objectives, and performance measures to keep up with accomplishments and environmental changes.

To establish that the agency's strategic plan is achieving results, the process of managing for results should be utilized, to include:

- The identification of strategic goals and objectives;
- The determination of resources necessary to achieve them;
- The analyzing and evaluation of performance data; and
- The use of that data to drive continuous improvement in the organization.

Types of measures to consider that may be utilized to indicate and measure performance include:

- **Input** - Value of resource used to produce an output.
- **Output** – Quantifiable units produced which are activity-oriented and measurable.
- **Outcome** - Qualitative consequences associated with a program/service; i.e., the ultimate benefit to the customer. Focused on the “why” of providing a service.
- **Efficiency** - Inputs used per output (or outputs per input).
- **Service Quality** - The degree to which customers are satisfied with a program, or how accurately or timely a service is provided.
- **Workload** – Work demanded or performed.

The Success of the Strategic Plan

The agency has approached its desire to develop and implement a strategic plan by asking for and receiving input from the community and members of the organization during the development stage of the planning process. To assist in the development of this plan, the agency used professional guidance to conduct a community-driven strategic planning process. The success of this strategic plan will not depend upon implementation of the goals and their related objectives, but from support received from the authority having jurisdiction, the members of the organization, and the community-at-large.

“No matter how much you have achieved, you will always be merely good relative to what you can become. Greatness is an inherently dynamic process, not an end point.”

Good to Great and the Social Sectors
Jim Collins

Glossary of Terms, Acronyms, and Initialisms

AA Automatic Aid





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| Accreditation | A process by which an association or agency evaluates and recognizes a program of study or an institution as meeting certain predetermined standards or qualifications. It applies only to institutions or agencies and their programs of study or their services. Accreditation ensures a basic level of quality in the services received from an agency. |
| AVL | Automatic Vehicle Locator/Location |
| CAD | Computer Aided Dispatch |
| CDL | Commercial Driver's License |
| CFAI | Commission on Fire Accreditation International |
| CPR | Cardio Pulmonary Resuscitation |
| CPSE | Center for Public Safety Excellence |
| Customer(s) | The person or group who establishes the requirement of a process and receives or uses the outputs of that process; or the person or entity directly served by the department or agency. |
| DHS | Department of Homeland Security |
| EMS | Emergency Medical Service |
| EMT | Emergency Medical Technician |
| Environment | Circumstances and conditions that interact with and affect an organization. These can include economic, political, cultural, and physical conditions inside or outside the boundaries of the organization. |
| FTE | Full Time Employee |
| GIS | Geographic Information System |
| HOA | Home Owners Association |
| IAFF | International Association of Firefighters |
| ISO | Insurance Services Office |
| IT | Information Technology |
| Mission | An enduring statement of purpose; the organization's reason for existence. Describes what the organization does, for whom it does it, and how it does it. |
| PCR | Patient Care Report |
| PPE | Personal Protective Equipment |
| SCFFA | South Carolina Firefighters Association |
| SOG | Standard Operating Guideline |
| Stakeholder | Any person, group, or organization that can place a claim on, or influence the organization's resources or outputs, is affected by those outputs, or has an interest in or expectation of the organization. |
| Strategic Goal | A broad target that defines how the agency will carry out its mission over a specific period of time. An aim. The final result of an action. Something to accomplish in |





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| | assisting the agency to move forward. |
| Strategic Objective | A specific, measurable accomplishment required to realize the successful completion of a strategic goal. |
| Strategy | A description of how a strategic objective will be achieved. A possibility. A plan or methodology for achieving a goal. |
| SWOT | Strengths, Weaknesses, Opportunities and Threats. |
| Vision | An idealized view of a desirable and potentially achievable future state - where or what an organization would like to be in the future. |
| WMD | Weapons of Mass Destruction |





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Works Cited

Bryson, John M. *Strategic Planning for Public and Nonprofit Organizations : A Guide to Strengthening and Sustaining Organizational Achievement*. Hoboken, New Jersey: John Wiley & Sons, Inc, 2018.

Collins, James C. *Good to Great and the Social Sectors*. Boulder, Colorado: J. Collins, 2005.

Commission on Fire Accreditation International. (2015). *Fire & Emergency Service Self-Assessment Manual*. (9th Ed.)





Appendix A

Critical Issues and Gaps

| Group 1 | Group 2 |
|--|---|
| <p><u>External Communications</u></p> <ul style="list-style-type: none"> - Community Outreach - Annual report published - External partnerships/relationships - Sponsorships - Marry data from other agencies for internal use | <p><u>External Communications</u></p> <ul style="list-style-type: none"> - Inter-city project management - Few ways to reach out to the community - PIO not being utilized - Inaccurate media - Community risk reduction priority |
| <p><u>Internal Communications</u></p> <ul style="list-style-type: none"> - Proper use of chain of command - Chiefs need to be seen and heard - Administrative transparency - Regular goal-oriented plan to all ranks - Town hall meeting - Better mechanism of communication | <p><u>Internal Communication</u></p> <ul style="list-style-type: none"> - No means of sharing day to day operation - Project workflow - Morale - Litigation - No means to communicate effectively - Dual management - Recognition of citizens and employees |
| <p><u>Department planning</u></p> <ul style="list-style-type: none"> - Budget priority - Internal infrastructure - Follow through to completion - Service improvement - Data management and use - Accreditation - Succession planning - Equipment - Fleet - Facilities <ul style="list-style-type: none"> • Log • Stations • Training • Prevention | <p><u>Emergency Response</u></p> <p>Providing a consistently higher level of emergency medical response</p> <ul style="list-style-type: none"> - EMS - Turn out times - City growth - Staffing - Apparatus typing <p><u>Deteriorating Infrastructure</u></p> <ul style="list-style-type: none"> - Lack of gender neutral facilities - Upgrade to current needs - Upgrade current facilities from residential to commercial - Upgrade logistics - Planning - Funding - History |





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| Group 1 (continued) | Group 2 (continued) |
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| <p><u>Professional Development</u></p> <ul style="list-style-type: none"> - Retention - Recruitment - Leadership - Our people - Mentorship - Basic management skill development (including how to communicate) - Continue to promote education | <p><u>Staffing</u></p> <ul style="list-style-type: none"> - Response times - Minimum staffing - Staffing factor (3.5 to 3.9) - CRFR versus community growth - Overtime costs - Increased staff in system (Engines at need, enough ladders in system, prevention, training) <p><u>Leadership</u></p> <ul style="list-style-type: none"> - Reactive not proactive - Lack of trust - Development - Management and leadership |
| <p><u>Firefighter Welfare</u></p> <ul style="list-style-type: none"> - Cancer prevention - Physical fitness - Health - Mental well-being - Family welfare | <p><u>Career Development</u></p> <ul style="list-style-type: none"> - Attrition - Incentive pay - Longevity in position - Raise structure - Training and development |
| <p><u>Technology</u></p> <ul style="list-style-type: none"> - Hardware - Software - AVL - Thermal imagers - Mechanism of communication - Have become obsolete (antediluvian) - GIS - IT - Streamline fire department data - Integrated multi-agency CAD | <p><u>Technology</u></p> <ul style="list-style-type: none"> - Funding - Bureaucracy - Integration between suppression and code enforcement - Update 911 - Planning - Lack of software upgrades - Data management / recording - Reporting |





Richland County Finance Department
Division of Procurement & Contracting

2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Telephone: 803-576-2130
Facsimile: 803-576-2135

Date: May 31, 2018
To: Dr. Sandra Yudice, Assistant County Administrator
From: Jennifer Wladischkin, Procurement Manager *gn*
Subject: Assignment of Waste Collections Areas 1 & 6

The County received notification on May 16, 2018 of the intention of Waste Management (WM) to acquire the assets of Allwaste Services Inc. (ASI). ASI currently holds the waste collection contracts for Areas 1 & 6. ASI intends to assign the contracts to WM and per the contract, provided notice of the intended. The acquisition is estimated to take place June 30, 2018.

WM is the largest environmental solutions provider in North America and serves more than 21 million municipal, commercial and industrial customers and encourages environmentally responsible waste removal and disposal. WM will purchase the assets of ASI including trucks and equipment, and will supplement with additional WM trucks and assets as needed. Their intention is to hire ASI's current employees who are servicing the two areas, provided they meet the WM employment screenings. It is their intention to continue to provide the excellent services that the citizens of Areas 1 and 6 are accustomed to currently.

WM has indicated they desire to extend the current Area 1 contract expiration date of December 31, 2019 to match Area 6- February 28, 2022. This two-year extension is beneficial to the County, as Solid Waste implements the Radio Frequency ID Route Management system it would allow for continuity of the equipment and a better opportunity to gather consistent data.

After discussing the assignment with Art Braswell, General Manager- Solid Waste & Recycling Division, I recommend approval of the contract assignments and Area 1 extension.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

May 4, 2018

Mr. Jimmy Chao
Chao and Associates, Inc.
7 Clusters Court
Columbia, SC 29210

Dear Mr. Chao:

Thank you for your March 1, 2018 letter regarding the February 20 and February 21, 2018 correspondence from the Richland County Administration Office which transmitted decisions concerning the inappropriate acquisition of TMS No. 19011-02-02 and subsequent invoicing from Chao and Associates, Inc. attendant to the Pinewood Lake Park project.

During its May 1, 2018 meeting, County Council considered the concerns you presented in your March 1, 2018 letter attendant to the aforementioned matters. Upon conclusion of its deliberations, Richland County Council voted to affirm the position transmitted to Chao and Associates, Inc. in the February 21, 2018 correspondence of seeking reimbursement from Chao and Associates, Inc. in the amount of \$126,010, which was used by Chao and Associates, Inc. to effect the acquisition (July 20, 2017) of TMS No. 19011-02-02 (portion) (now TMS #R19011-02-12). Additionally, Richland County Council approved payment to Chao and Associates, Inc. for services rendered on County-owned property in the amount of \$107,360.80 (see attached invoice for details).

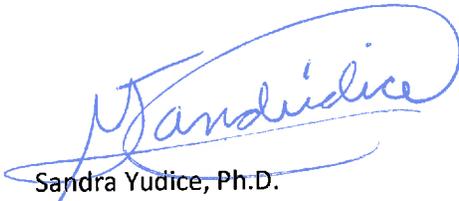
This letter transmits these directives.

Pursuant to GAAP (Generally Accepted Accounting Principles), which guides the County's financial practices, the \$126,010 reimbursement for the inappropriate property acquisition cannot be netted against the payment of the invoice submitted by Chao and Associates, Inc. This means that the \$126,010 reimbursement for the inappropriate property acquisition must be provided to the County prior to the release of the aforementioned \$107,360.80 payment to Chao and Associates, Inc. for services rendered on County-owned property.

Please make the reimbursement check in the amount of \$126,010 payable to Richland County and include in the memo line that it is for reimbursement for purchasing TMS# R19011-02-12. Please mail said reimbursement check no later than May 25, 2018 to:

Attn: Sandra Yudice, Assistant County Administrator
County Administration Office
Re: Pinewood Lake Phase II
P. O. Box 192
Columbia, SC 29202

Sincerely,



Sandra Yudice, Ph.D.
Assistant County Administrator

cc: Members of Richland County Council
Larry Smith, County Attorney
Janelle Ellis, Ph.D., Director, Community and Government Services
Tracy Hegler, Director, Planning and Community Development
Jennifer Wladischkin, Manager, Office of Procurement and Contracting
Carol Kososki, Chair, Richland County Conservation Commission

Enclosures (1): Chao Invoice 399935D-6

Chao and Associates, Inc.

7 Clusters Court
Columbia, SC 29210

Phone # 803-772-8420

Invoice

| |
|--|
| Bill To |
| Ms. Tracy Hegler Director of Community Planning & Develop. Richland County 2020 Hampton St., Suite 3064 Columbia, SC 29204 |

| | |
|-------------|------------------|
| Date | Invoice # |
| 2/14/2018 | 399935D-6 |

| |
|---|
| RE:Pinewood Lake Phase II C&A Project No.:399935D Billing Period:09/01/17 to 02/14/17 |
|---|

| |
|----------------|
| Terms |
| Due on receipt |

| Description | Contract Amt. | % Complete | Fee Earned |
|---|----------------|------------|-------------|
| PO: CPS17074 | | | |
| Construction Budget:\$3,658,537.00 * Property Acquisition: \$126,010.00 **Subdivision Survey: \$1,200.00 **Topographic/Tree Survey: \$3,050.00 **Appraisal: \$1,760.00 **Purchase Fee: \$120,000.00 * Landscape Design: \$6,050.00 * Asphalt Paving of Gravel Lots and Trails: \$74,992.50 * Remaining Construction Budget \$3,325,474.50 | \$3,658,537.00 | 6% | 215,398.18 |
| Architectural and Engineering Services | \$402,439.00 | 100% | 402,439.00 |
| Construction Management | \$439,024.00 | 6% | 26,318.26 |
| Previous Amount Invoiced | | | -421,829.26 |
| <div style="border: 1px solid red; padding: 5px; color: red; text-align: center;"> Total for work on County-owned Property = \$107,360.80 </div> | | | |

| | | |
|------------------------------|--------------|--------------|
| Thank you for your business. | Total | \$222,326.18 |
|------------------------------|--------------|--------------|

Invoices not paid in full 20 days from date of invoice are subject to a financial charge of 1.5% per month on unpaid balances

| | |
|-------------------------|--------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$222,326.18 |



May 14, 2018

Sandra Yudice, PH.D.
Assistant County Administrator
Richland County
P.O. Box 192
Columbia, SC 29202

Re: Pinewood Lake Project

Dear Ms. Yudice:

Chao & Associates acknowledges receipt of your May 4, 2018 letter. It is our understanding that Richland County is affirming the position asserted in its February 21, 2018 letter; however, your May 4 letter unfortunately does not address the explanations we provided regarding the purchase of the property and the outstanding invoices.

As indicated in our March 1 letter, Chao & Associates wants to cooperate and is willing to put the project on hold as that appears to be the County's desire. However, Chao & Associates performed work under a valid contract with the County and wishes to be paid for that work. The County appears to make a distinction for work performed on "County-owned" property and is only offering to pay for that work. Chao had a valid design-build, turn-key contract with the County per the Master Agreement and Notice to Proceed to perform a specified scope of work and Chao requests to be paid for that work. Chao recognizes that the County may have internal issues relating to the purchase of the property and is willing to retain ownership to the property until these issues have been resolved; however, Chao performed design work for the benefit of the County and is entitled to be paid for that work.

Accordingly, Chao agrees to write a check to the County for \$126,010 to reimburse the County for the property provided the County agrees to pay \$276,682.04 to Chao & Associates within 7 days after receipt of the check for \$126,010 and to purchase the property from Chao for \$126,010 within one year of the date of this letter.

The \$276,682.04 is determined as follows:

| | | |
|-------------------------------------|---------------------|---|
| Amount billed to date: | \$644,155.44 | |
| Refund for property: | (\$126,010.00) | |
| Total billed for work performed- | \$518,145.44 | (i.e. total billed less amount billed for property) |
| Amount received for work performed- | (\$241,463.40) | (i.e. total received less amount received for property) |
| Total due for work performed- | <u>\$276,682.04</u> | |



We look forward to hearing from you regarding this matter.

Sincerely,
Chao and Associates, Inc.



C. Jimmy Chao, PE
President

- cc. Members of Richland County Council
Larry Smith, County Attorney
Jamelle Ellis, Ph.D., Director, Community and Government Services
Tracy Hegler, Director, Planning and Community Development
Jennifer Wladischkin, Manager, Office of Procurement and Contracting
Carol Kososki, Chair, Richland County Conservation Commission
Bob Fuller, Esquire.
Franklin Smith, Esquire.

Richland County Council Request for Action

Subject:

18-007MA
Phil Savage
RU to NC (3.95 Acres)
2241 Dutch Fork Road
TMS # R01507-02-01

Notes:

First Reading: May 22, 2018
Second Reading:
Third Reading:
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 01507-02-01 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 01507-02-01 from Rural district (RU) to Neighborhood Commercial district (NC).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 22, 2018
First Reading: May 22, 2018
Second Reading: June 5, 2018
Third Reading: June 19, 2018

Richland County Council Request for Action

Subject:

18-012MA
LM Drucker
OI to RS-LD (.71 Acres)
1344 Omarest Drive
TMS # R07405-06-05

Notes:

First Reading: May 22, 2018
Second Reading:
Third Reading:
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 07405-06-05 FROM OFFICE AND INSTITUTIONAL DISTRICT (OI) TO RESIDENTIAL, SINGLE-FAMILY - LOW DENSITY DISTRICT (RS-LD); 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 # 07405-06-05 from Office and Institutional district (OI) to Residential, Single-Family - Low Density district (RS-LD).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 22, 2018
First Reading: May 22, 2018
Second Reading: June 5, 2018
Third Reading: June 19, 2018

Richland County Council Request for Action

Subject:

18-013MA
Derrick J. Harris, Sr.
RU to Li (1.83 Acres)
7708 Fairfield Road
TMS # R12000-02-22

Notes:

First Reading: May 22, 2018
Second Reading:
Third Reading:
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 12000-02-22 FROM RURAL DISTRICT (RU) TO LIGHT INDUSTRIAL DISTRICT (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 12000-02-22 from Rural (RU) zoning to Light Industrial (LI) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 22, 2018
First Reading: May 22, 2018
Second Reading: June 5, 2018
Third Reading: June 19, 2018

Richland County Council Request for Action

Subject:

18-014MA
Jermaine Johnson
RS-MD to MH (.26 Acre)
7901 Richard Street
TMS # R16212-12-01

Notes:

First Reading: May 22, 2018
Second Reading:
Third Reading:
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 16212-12-01 FROM RESIDENTIAL, SINGLE-FAMILY - MEDIUM DENSITY DISTRICT (RS-MD) TO MANUFACTURED HOME DISTRICT (MH); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 16212-12-01 from Residential, Single-Family - Medium Density district (RS-MD) to Manufactured Home district (MH).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 22, 2018
First Reading: May 22, 2018
Second Reading: June 5, 2018
Third Reading: June 19, 2018

Richland County Council Request for Action

Subject:

18-015MA
Charlotte & Randy Huggins
RU to GC (.59 Acres)
Horrell Hill Road
TMS # R24700-09-02

Notes:

First Reading: May 22, 2018
Second Reading:
Third Reading:
Public Hearing: May 22, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 24700-09-02 FROM RURAL DISTRICT (RU) 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 # 24700-09-02 from Rural (RU) zoning to General Commercial (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: May 22, 2018
First Reading: May 22, 2018
Second Reading: June 5, 2018
Third Reading: June 19, 2018

Richland County Council Request for Action

Subject:

Council Motion: Move forward with the feasibility of placing a hospital/emergency care facility in the Lower Richland Community. Note: It is mentioned in the Renaissance Plan but no solid documentation has been presented. This motion will start the process of working with the healthcare community of developing a plan and placing a facility in the Lower Richland community [N. JACKSON]

Notes:

May 22, 2018 – The committee recommended forwarding this item to the Renaissance Ad Hoc Committee.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Development & Services Committee Meeting Briefing Document

Agenda Item

Council Motion: Move forward with the feasibility of placing a hospital/emergency care facility in the Lower Richland Community.

Background

During its March 20, 2018 Council meeting, Councilman N. Jackson brought forth the following motion:

“Move forward with the feasibility of placing a hospital/emergency care facility in the Lower Richland Community. Note: It is mentioned in the Renaissance Plan but no solid documentation has been presented. This motion will start the process of working with the healthcare community of developing a plan and placing a facility in the Lower Richland community”

Issue:

None.

Fiscal Impact:

None directly. However, any engagement with a contractor attendant to the motion may result in a financial impact to the County.

Past Legislative Action:

Council motion brought forth by Councilman N. Jackson during the March 20, 2018 Council meeting.

Alternatives

1. Consider the motion and proceed accordingly.
2. Do not consider the motion and proceed accordingly.

Staff Recommendation

It is recommended that Council to provide direction to staff regarding the Council motion.

Richland County Council Request for Action

Subject:

Airport Planning and Engineering Consultant Selection

Notes:

May 22, 2018 – The Committee recommended Council approve the recommended, top-rated firm of WK Dickson for a three-to-five year master agreement for airport planning and engineering services.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

May 22, 2018 Administration and Finance Committee
Briefing Document - Airport Planning and Engineering Consultant Selection

Agenda Item

Approval of the recommendation from an *ad hoc* evaluation committee for the selection of an Airport Planning and Engineering Consultant for the Jim Hamilton – LB Owens Airport (CUB) for the next three-to-five year period.

Background

The system by which the Jim Hamilton – LB Owens Airport (CUB) receives airport planning and engineering professional services is consistent with what is typically done at General Aviation airports and smaller Commercial Carrier airports. The County engages the services of a consultant for a period of three-to-five years for all airport planning and engineering projects. By FAA Advisory Circular (AC) standards, we are required to periodically advertise and select / reselect using a competitive Request for Qualifications (RFQ) process. Solicitation RC-051-Q-2018, “Aviation Consultants for Airport Engineering, Planning and Construction Services” was advertised for a thirty-day period and an evaluation committee of four-personnel was formed as follows:

| | |
|--------------------------|--------------------------------------|
| Joel McCreary, AIA | RC Airport Commission, Vice Chairman |
| Chris Eversmann, PE, AAE | Airport General Manager |
| Patrick Bresnahan | GIS Officer |
| Synithia Williams | Stormwater General Manager |

Airport projects are usually achieved incrementally with design taking place in one year and construction taking place in the next.

Typically, 95% of airport capital improvements funding comes from FAA and SC Aeronautics Commission grants, so there is no “budget” *per se*. However, that is not to suggest that there is not an airport development plan. A copy of our Airport Capital

Improvement Plan (ACIP) which covers a five-year-plus-one period and is updated annually is attached. The best practice for preparation of an ACIP (which is employed by the airport staff) is for the plan to be drafted by the planning consultant and then reviewed and edited by the airport sponsor (the “owner” – Richland County).

The incremental development, volume of work available, and “getting to know” the character and development needs of the airport is why one consultant at a time is employed. We have been served by WK Dickson for the past five years, and LPA Group (now Michael Baker) before that.

There is a “master contract” which is negotiated at the start of the period and then “Work Authorizations” are individually negotiated for each task. These contain the specific scopes / fees associated with the individual task at hand and are approved in accordance with County procurement regulations. They are typically reviewed by FAA staff as well since they usually fund 90% of the cost.

Please note that since WK Dickson has been our consultant for the past five years, it is anticipated that the provisions of the master agreement will remain unchanged. As such, re-approval of the previously County Council approved contract is recommended.

Issues

Approval of award of a master contract for airport planning and engineering professional services to WK Dickson.

Fiscal Impact

This selection and approval does not obligate us to spend any money. Scopes and fees will be negotiated by individual Work Authorizations (WA) which will be approved in accordance with County procurement regulations. Typically, airport development projects are funded at the 95% level by others and 5% by Richland County.

Past Legislative Actions

Previous selections / master agreement awards by RC Council.

Alternatives

1. Approve the recommended, top-rated firm of WK Dickson for a three-to-five year master agreement for airport planning and engineering services.

Or,

2. Do not approve the recommended, top-rated firm of WK Dickson for a three-to-five year master agreement for airport planning and engineering services.

Staff Recommendation

It is recommended that Council Approve the recommended, top-ranking firm; WK Dickson for a three-to-five year master agreement for airport planning and engineering services.

**RICHLAND COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION**

2020 Hampton Street, Suite 3064
Columbia, SC 29201
803-576-2130



Subject: Notice of Ranking

A Request for Qualifications was conducted seeking engineering and planning services to generate improvements at the Airport. Seven firms responded to solicitation # RC-051-Q-2018. A duly appointed evaluation team conducted an assessment of the submittals and provided their scoring. The evaluation team's consolidated scores ranked the firms in the following order:

1. WK Dickson & Co, Inc.
2. Michael Baker International, Inc.
3. Mead & Hunt, Inc.
4. Holt Consulting Company, LLC
5. Talbert, Bright & Ellington, Inc.
6. Delta Airport Consultants, Inc.
7. Goodwyn, Mills and Cawood, Inc.



PM - Anna Lynch

5-Year Capital Improvement Plan (CIP) Projects Summary
 Jim Hamilton - LB Owens Airport (CUB) - Richland County, Columbia, South Carolina
 Rwy 13/31 (5,011' x 75') B-II

Airport Code - A

Updated: 2/28/2018
 Printed: 4/13/2018

| Federal Fiscal Year/ Annual Total Federal Share | Project Description | ACIP Code (National Priority Rating) | Estimated Total Cost | Total Federal Share | | State Share | Local Share |
|---|--|--|-------------------------|---------------------------------|--------------------------------------|----------------|----------------|
| | | | | Entitlements | Discretionary/State Apportionment | | |
| FY 2018 Year 0 | Taxilane Rehabilitation, Access Roads, Airfield Retaining Wall, Fencing, and Waterline Ext. and Hydrant (Design/Bid) | RE TW IM (68) | \$ 167,000 | \$ 150,000 | \$ - | \$ 8,350 | \$ 8,350 |
| | Mitigation Monitoring (Years 3-5) Reimbursement | EN OT MT (61) | \$ 51,000 | \$ - | \$ 45,900 | \$ 2,550 | \$ 2,550 |
| | Runway 13 RPZ/Approach Land Acquisition (Phase I - Aramark Property) (Reimbursement) | CA RW EX (56) | \$ 1,660,000 | \$ - | \$ 1,494,000 | \$ 83,000 | \$ 83,000 |
| | Runway 13-31 Approach Clearing (State/Local) | N/A | \$ 30,000 | \$ - | \$ - | \$ 22,500 | \$ 7,500 |
| | RNAV GPS Approaches | N/A | | FAA Publication (November 2018) | | | |
| FY 2019 Year 1 | Taxilane Rehabilitation - Phase 1, Access Roads - Phase 1, Airfield Retaining Wall, Fencing, and Waterline Ext. and Hydrant (Construction) | RE TW IM (68) | \$ 567,000 | \$ 150,000 | \$ - | \$ 360,000 | \$ 28,500 |
| \$1,242,000 | Runway 13 RPZ/Approach Land Acquisition (Ph. II) (Reimbursement) | CA RW EX (56) | \$ 675,000 | \$ - | \$ 607,500 | \$ 33,750 | \$ 33,750 |
| FY 2020 Year 2 | Taxilane Rehabilitation - Phase 2, Access Roads - Phase 2 (Construction) | OT GT AC (23) | \$ 567,000 | \$ 150,000 | \$ 360,000 | \$ 28,500 | \$ 28,500 |
| | Airfield Lighting Rehabilitation (LED) and PAPIs (Design/Bid) | RE RW LI (72) | \$ 175,000 | \$ - | \$ 157,500 | \$ 8,750 | \$ 8,750 |
| | Runway 13 RPZ/Approach Land Acquisition (Ph. III) (Reimbursement) | CA RW EX (56) | \$ 650,000 | \$ - | \$ 585,000 | \$ 32,500 | \$ 32,500 |
| \$1,617,000 | Corporate Hangar Row (6 Units @ 50'x50' each) - Design (100% Local Funding) | N/A | \$ 200,000 | \$ - | \$ - | \$ - | \$ 200,000 |
| \$1,252,500 | Runway Extension Justification Study | N/A | \$ 25,000 | \$ - | \$ - | \$ - | \$ 25,000 |
| | Taxilane Rehabilitation - Phase 3 (Construction) | OT GT AC (23) | \$ 567,000 | \$ 150,000 | \$ 360,000 | \$ 28,500 | \$ 28,500 |
| | Airfield Lighting Rehabilitation (LED) and PAPIs (Construction) | RE RW LI (72) | \$ 750,000 | \$ - | \$ 675,000 | \$ 37,500 | \$ 37,500 |
| FY 2021 Year 3 | Runway 13 RPZ/Approach Land Acquisition (Ph. IV) (Reimbursement) | CA RW EX (56) | \$ 500,000 | \$ - | \$ 450,000 | \$ 25,000 | \$ 25,000 |
| \$3,417,000 | Replace Airport Wastewater Lift Station | ST OT IM (45) | \$ 100,000 | \$ - | \$ 90,000 | \$ 5,000 | \$ 5,000 |
| \$1,725,000 | Corporate Hangar Row (6 Units @ 50'x50' each) - Construction (100% Local Funding) | N/A | \$ 1,500,000 | \$ - | \$ - | \$ - | \$ 1,500,000 |
| FY 2022 Year 4 | Land Acquisition in RPZ/Approach to Rwy 13 (Rwy/Twy Ext.) | CA RW EX (56) | \$ 750,000 | \$ 150,000 | \$ 525,000 | \$ 37,500 | \$ 37,500 |
| \$930,000 | Runway Extension Environmental Assessment | CA RW EX (56) | \$ 180,000 | \$ - | \$ 162,000 | \$ 9,000 | \$ 9,000 |
| FY 2023 Year 5 | Runway Extension (Design/Bid) | CA RW EX (56) | \$ 500,000 | \$ 150,000 | \$ 300,000 | \$ 25,000 | \$ 25,000 |
| \$650,000 | Corporate Hangar #1 - Design (10,000 SF) (100% Local Funding) | N/A | \$ 150,000 | \$ - | \$ - | \$ - | \$ 150,000 |
| \$450,000 | FY 2019 - 2023 Total | | \$ 7,856,000 | \$ 750,000 | \$ 4,632,000 | \$ 239,500 | \$ 2,174,500 |

= Current FY Update (Year 0) (Not included in Totals)

= 100% Locally Funded Project



Richland County Council Request for Action

Subject:

Recommended award of electronic waste (e-waste) recycling contract

Notes:

May 22, 2018 – The Committee recommended Council approve the recommendation to award the Electronic Waste Transportation and Recycling Services to Powerhouse Recycling, Inc.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Administration and Finance Committee Meeting Briefing Document – Recommended award of electronic waste (e-waste) recycling contract

Agenda Item

County Council is requested to award the contract for electronic waste (e-waste) Transportation and Removal Services for Solid Waste and Recycling to Powerhouse Recycling, Inc.

Background

The South Carolina Manufacturer Responsibility and Consumer Convenience Information Technology Equipment Collection and Recovery Act were passed by the Legislature in 2010 with an effective date of July 1, 2011. This bill banned the disposal of e-waste in landfills. Richland County verbally contracted with Creative Recycling to manage the County's e-waste.

Creative Recycling had financial difficulties and eventually filed for bankruptcy in 2013.

At that time, the Interim Director of Solid Waste & Recycling contacted e-Cycle Secure about handling Richland County's e-waste. Due to volatility in the e-waste market, the Director recommended continuing the agreement with E-Cycle Secure until the market place became more stable. The cost for E-waste collections has continued to rise and an RFP was issued in an effort to stabilize costs.

The County Procurement staff issued a Request for Proposal (RFP), RC-050-P-2017, "Electronic Waste Transportation and Recycling Services" on May 25, 2017 with a closing date of June 27, 2017. There were seven submittals. An evaluation team conducted independent evaluations which were then consolidated and ranked. ERI was the highest-ranked Vendor with Powerhouse Recycling as the second-highest-ranked vendor.

The highest-ranked vendor, ERI, included transportation costs that were more than four times the cost of other transportations charges. ERI was asked to re-evaluate their transportation cost, however satisfactory terms could not be reached. Due to this, staff recommends award to the second-highest-ranked vendor, Powerhouse Recycling, Inc.

E-Waste collections have almost doubled each fiscal year for the past three-years, with a budget for next fiscal year of \$400,000.

Issues:

Award of contract to the second-highest rated vendor due to inability to successfully negotiate with the highest-rated vendor.

Fiscal Impact

Solid Waste has budgeted \$400,000 for Electronic Waste Recycling services. All costs incurred are funded by both the DHEC Solid Waste Grant (State) and by Solid Waste and Recycling operating funds (Local).

Past Legislative Actions

None

Alternatives

1. Approve the recommendation to award the Electronic Waste Transportation and Recycling Services to Powerhouse Recycling, Inc.
Or,
2. Do not approve the recommendation to award the Electronic Waste and Transportation and Recycling services to Powerhouse Recycling, Inc

Staff Recommendation

Staff recommends that Council approve the request to award the Electronic Waste Transportation and Recycling Services to Powerhouse Recycling, Inc.

| Consolidated Evaluations | | | | | | | | |
|---|--------------------|-------------|-------------------|------------|-----------------------|------------|------------|------------------------|
| Evaluation Criteria RC-050-P-2017 Electronic Waste Transportation & Recycling Services | Maximum Percentage | Cycle Point | Dynamic Recycling | ERI | Intelligent Lifecycle | Kuusakoski | Powerhouse | Southern Environmental |
| Past Performance, Experience & References | 35 | | | | | | | |
| E1 | | 35 | 35 | 35 | 20 | 0 | 35 | 25 |
| E2 | | 25 | 30 | 35 | 30 | 10 | 30 | 10 |
| E3 | | 30 | 20 | 35 | 30 | 0 | 25 | 10 |
| | 105 | 90 | 85 | 105 | 80 | 10 | 90 | 45 |
| Method & Approach | 30 | | | | | | | |
| E1 | | 25 | 30 | 30 | 25 | 0 | 30 | 0 |
| E2 | | 20 | 25 | 30 | 25 | 0 | 25 | 5 |
| E3 | | 20 | 15 | 25 | 25 | 10 | 30 | 10 |
| | 90 | 65 | 70 | 85 | 75 | 10 | 85 | 15 |
| Qualifications | 25 | | | | | | | |
| E1 | | 25 | 25 | 25 | 20 | 0 | 25 | 0 |
| E2 | | 20 | 15 | 25 | 20 | 0 | 25 | 5 |
| E3 | | 25 | 20 | 25 | 20 | 0 | 20 | 10 |
| | 75 | 70 | 60 | 75 | 60 | 0 | 70 | 15 |
| Cost | 10 | | | | | | | |
| Total Based on Calculation | | | | | | | | |
| E1 | | 10 | 4 | 10 | 10 | 6 | 10 | 8 |
| E2 | | 10 | 4 | 10 | 10 | 6 | 10 | 8 |
| E3 | | 10 | 4 | 10 | 10 | 6 | 10 | 8 |
| | 30 | 30 | 12 | 30 | 30 | 18 | 30 | 24 |
| TOTAL | 300 | 255 | 227 | 295 | 245 | 38 | 275 | 99 |



RICHLAND COUNTY
Department of Public Works
Solid Waste & Recycling Division
1070 Caughman Road North
Columbia, SC 29203



DATE: November 1, 2017

TO: Brittaney Sloan
Office of Procurement & Contracting

FROM: Art Braswell, Manager *ABS*
Solid Waste & Recycling Division
Department of Public Works

RE: E-waste Service Contract Recommendation
RFP RC 050-P-2017

After careful evaluation of the submittals of the proposals in reference to RFP RC 050-P-2017, ERI rated highest based on the technical aspects in their proposal. However, the costs for logistics contained in the proposal were extremely high. Therefore, I emailed John Meir with ERI to see if ERI could lower their proposed fees for logistics. On October 5, 2017, John Meir with ERI submitted an alternative price for logistics, \$884/haul from 1070 Caughman Road North and \$910/haul from 10531 Garners Ferry Road. The alternative logistics cost are still significantly higher than those of the vendor that rated second on the technical evaluation, Powerhouse. Powerhouse is proposing \$250/haul from both locations. With 20 hauls per year from Caughman Road North and 50 hauls per year from Garners Ferry Road, the difference in logistics cost is substantial. Therefore, I recommend awarding the contract for e-waste service to Powerhouse.

Richland County Council Request for Action

Subject:

Meridian Dr/Miramar Dr Sidewalk Project

Notes:

May 22, 2018 – The Committee recommended Council approve the award of the contract for the Meridian Dr./Miramar Dr. Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$262,246.00.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Administration and Finance Committee Meeting Briefing Document – Meridian Dr/Miramar Dr Sidewalk Project

Agenda Item

County Council is requested to approve the award of the contract for the Meridian Dr/Miramar Dr Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$262,246.00.

Background

The Ombudsman's staff attended a community meeting on 11/5/14 for the North 21 Terrace subdivision. At this meeting, the President of the HOA requested sidewalk along the main road through their subdivision. A service request was then created by the Ombudsman's office and forwarded to Public Works.

This road name begins as Meridian Dr. and then changes into Miramar Dr., and it runs between N. Main St. and Mason Rd. (See attached map.) There is a mixture of commercial and residential properties in the area, and after an initial evaluation of the site by Public Works staff, it was determined that sidewalk along this roadway would provide good connectivity between N. Main St. and Mason Rd. for these residential and commercial areas. There is already sidewalk along N. Main St. as well as Mason Rd.

Public Works submitted this project to the County Transportation Committee (CTC) in May 2015 and requested funding for the design and construction of the new sidewalk along with new ADA ramps and crosswalks. The project was not approved by the CTC to receive C Funds until June 2016.

Once the survey was complete and the design was finalized, Councilwoman McBride along with Public Works staff attended a community meeting in March of 2018 to present the project to the community. The project was then advertised in April 2018 and bids were received in May 2018.

Procurement issued Request for Bids RC-080-B-2018 and there were two responses:

AOS Specialty Contractors \$228,040.00

Armstrong Contractors \$234,694.00

Issues

There are no other issues.

Fiscal Impact

The lowest, responsible, responsive bidder on this project was AOS Specialty Contractors, Inc. in the amount of \$228,040.00. Adding a 15% contingency to that amount brings the project to \$262,246.00. The bid amount along with the

contingency will be covered by the approved C Funds.

Past Legislative Actions

None

Alternatives

1. Approve the award of the contract for the Meridian Dr/Miramar Dr Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$262,246.00.

Or,

2. Do not approve the award of the contract for the Meridian Dr/Miramar Dr Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$262,246.00.

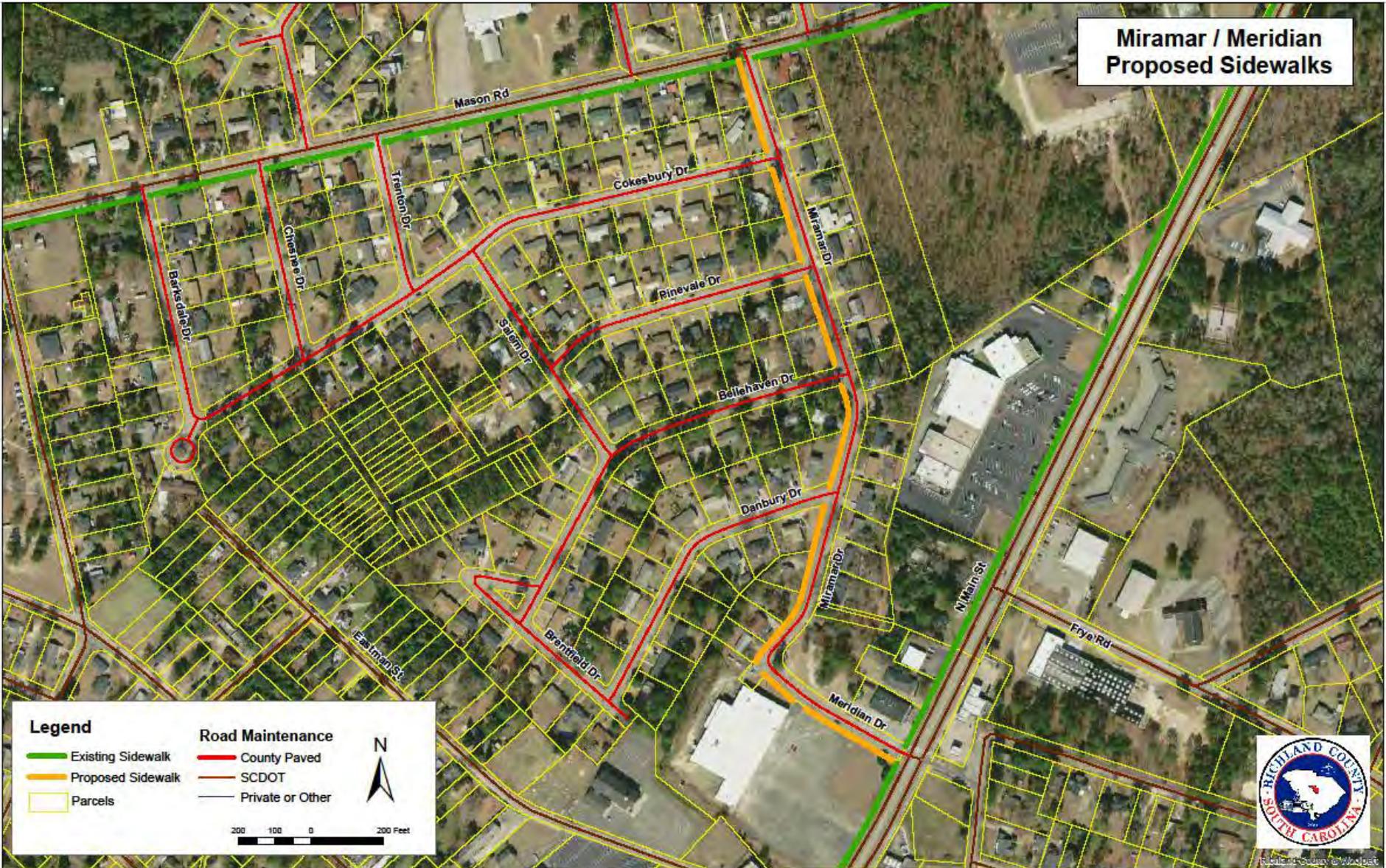
Staff Recommendation

It is recommended that County Council approve the award of the contract for the Meridian Dr/Miramar Dr Sidewalk Project to AOS Specialty Contractors, Inc. in the amount of \$262,246.00.

Submitted by: Procurement Department

Date: May 8, 2018

**Miramar / Meridian
Proposed Sidewalks**



Legend

- Existing Sidewalk (Green line)
- Proposed Sidewalk (Yellow line)
- Parcels (Yellow outline)

Road Maintenance

- County Paved (Red line)
- SCDOT (Brown line)
- Private or Other (Black line)

200 100 0 200 Feet

N



| Meridian/Miramar Sidewalk Project | | | | | | |
|--|-------------|-----------------|------------------------------|---------------------|----------------------|---------------------|
| RC-080-B-2018 | | | | | | |
| May 8, 2018 | | | | | | |
| ITEM | UNIT | QUANTITY | ARMSTRONG CONTRACTORS | | AOS SPECIALTY | |
| | | | UNIT COST | TOTAL | UNIT COST | TOTAL |
| Mobilization | LS | 1 | 12,000.00 | 12,000.00 | 20,000.00 | 20,000.00 |
| Traffic Control | LS | 1 | 10,000.00 | 10,000.00 | 25,814.00 | 25,814.00 |
| Clearing & Grubbing | LS | 1 | 10,000.00 | 10,000.00 | 4,387.00 | 4,387.00 |
| 26" Gum Tree Removal | EA | 1 | 2,500.00 | 2,500.00 | 1,186.00 | 1,186.00 |
| Construction Staking | LS | 1 | 5,000.00 | 5,000.00 | 349.00 | 349.00 |
| Perm. Const. Signs (Ground Mount) | LS | 1 | 2,500.00 | 2,500.00 | 2,930.00 | 2,930.00 |
| Unclassified Excavation | CY | 80 | 45.00 | 3,600.00 | 28.00 | 2,240.00 |
| Borrow Excavation | CY | 80 | 45.00 | 3,600.00 | 56.00 | 4,480.00 |
| Concrete Sidewalk 4" Uniform | SY | 1,112 | 62.00 | 68,944.00 | 63.00 | 70,056.00 |
| Concrete Driveways 7" Uniform | SY | 100 | 75.00 | 7,500.00 | 110.00 | 11,000.00 |
| 2' x 5' Detectable Warning | EA | 14 | 300.00 | 4,200.00 | 262.00 | 3,668.00 |
| New Pedestrian Curb Ramp | SY | 12 | 5,750.00 | 69,000.00 | 3,810.00 | 45,720.00 |
| Retrofit Pedestrian Curb Ramp | SY | 2 | 4,250.00 | 8,500.00 | 4,208.00 | 8,416.00 |
| Remove/Dispose Existing Concrete | SY | 200 | 15.00 | 3,000.00 | 30.00 | 6,000.00 |
| 8" White Thermo Crosswalk Markings | LF | 810 | 5.00 | 4,050.00 | 12.50 | 10,125.00 |
| 12" White Thermo Crosswalk Markings | LF | 105 | 30.00 | 3,150.00 | 21.00 | 2,205.00 |
| Remove 8" Crosswalk Markings | LF | 21 | 50.00 | 1,050.00 | 7.00 | 147.00 |
| Sod | AC | 0.15 | 64000 | 9,600.00 | 60,780.00 | 9,117.00 |
| Utility Repair Allowance | LS | 1 | 6,500.00 | 6,500.00 | 200.00 | 200.00 |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | \$234,694.00 | | \$228,040.00 |

Richland County Council Request for Action

Subject:

Homes of Hope Affordable Housing Development

Notes:

May 22, 2018 – The Committee recommended Council approve the request for this joint venture with the City of Columbia and approve CDBG and/or HOME funding in the amount not to exceed \$350,000 to Homes of Hope.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Administration & Finance Committee Meeting Briefing Document

Agenda Item

Homes of Hope Affordable Housing Development

Background

This request is to approve partnering with Homes of Hope and funding a total of \$350,000 in Richland County Community Development Block Grant (CDBG) and/or HOME funds for the development of 8 rental units of affordable homes.

Edisto Place will be a mixed-income development comprised of 1 duplex and 18 single-family homes (20 homes total), complete with new infrastructure and new construction. The project's total is estimated to be \$3.5M. The City of Columbia is providing gap financing for this project and asked the County to joint venture, as well. Private sources would also be utilized in fulfilling the financing. A combination of both HOME and/or CDBG funds from Richland County Community Development funds will be used to subsidize 8 of the units for affordable rental housing for low-to-moderate income families. CDBG funds will be used towards the infrastructure costs. Homes of Hope, as developer and owner, will contribute up to \$450,000 in equity to the project. The City has committed a total of \$420,974.00 in HOME funds from its Community Development Department. Private lending will complete the financing layers.

If approved, the project will be for 8 HOME rental units having 20-year affordability restrictions attached and will include 3 units for 50%AMI families, and 5 units for 60%AMI families, moving to 80% AMI upon initial turnover. Up to four 4 rental units will be market rate for families earning between 80-120% AMI.

Financial wellness training for each family interested will be offered and facilitated by Homes of Hope as well.

The location of the parcels are off Superior, Wiley, Bay Streets and South Edisto Avenue, located in Richland Council District 10.

Upon all funding commitments Homes of Hope stands ready to start the project and complete it within 9 months.

Issues

As reviewed by County Staff, there are no issues presented. This joint collaboration between County and the City will be the first of its kind (mixed-income development) but not the first joint venture. The County and City's Community Development came together last year for affordable housing in District 5, off Manning and Washington Streets.

Fiscal Impact

There is no fiscal impact to the County's funding or general budget. All CDBG funds will come from the US Department's HUD grant managed by the County's Community Development Department.

Past Legislative Actions

County Council approved the Community Development's FY 17-18 HUD Action Plan in July 2017. These funds can benefit the Countywide Revivification efforts approved by Council and HUD.

Alternatives

1. Approve the request for this joint venture with the City of Columbia and approve CDBG and/or HOME funding in the amount not to exceed \$350,000 to Homes of Hope.
2. Do not approve the request, and the project may not proceed.

Staff Recommendation

Staff recommends approving the request to opt into this joint venture with the City of Columbia and approve CDBG and/or HOME funding in the amount not to exceed \$350,000 to Homes of Hope.

Submitted by: Tracy Hegler, Director of Community Planning and Development

Date: April 19, 2018

Richland County Council Request for Action

Subject:

18-008MA
Tony Cates
RU to GC (17.3 Acres)
1045 Marina Road
TMS # R02414-01-04

Notes:

First Reading: April 24, 2018
Second Reading: May 15, 2018
Third Reading:
Public Hearing: April 24, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02414-01-04 FROM RURAL DISTRICT (RU) 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 # 02414-01-04 from Rural district (RU) to General Commercial district (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 24, 2018
First Reading: April 24, 2018
Second Reading: May 3, 2018
Third Reading: May 15, 2018

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto

Notes:

April 24, 2018 – The committee recommended Council approve the issuance of the Bond Anticipation Notes for the Richland Renaissance.

First Reading: May 1, 2018

Second Reading: May 15, 2018

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____ -18HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$20,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES (RICHLAND RENAISSANCE PROJECT), SERIES 2018B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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 1. Findings and Determinations. The County Council (the “County Council”) for Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S. C. Code”), the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S. C. Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State of South Carolina (the “State”) may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S. C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2017, for purposes of computation of the County's constitutional debt limit, is \$1,567,413,138. Eight percent of such sum is \$125,393,051. As the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$44,890,000. Thus, the County may incur \$80,503,051 of additional general obligation debt within its applicable debt limitation.

(f) Pursuant to a Resolution adopted by the County Council on November 13, 2017, the County as adopted Written Procedures Related to Tax-Exempt Debt.

(g) Pursuant to the provisions of Title 11, Chapter 17 of the S. C. Code (“Title 11, Chapter 17”), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of general obligation bonds by the county, the county must obtain the same approval prior to the issuance of temporary financing provided therein.

(h) County Council has authorized the implementation of a multifaceted, County-wide plan that includes the acquisition of property and relocation of County departments; establishment of strategically placed facilities in various areas of the County; creation of the Start Center for new business development; and the implementation of a major revitalization project (“Richland Renaissance”). Elements comprising Richland Renaissance include (i) consolidating and relocating the County's core operations to Columbia Place Mall; (ii) redeveloping the current County Administration building into a new Judicial Center; (iii) constructing a multipurpose facility in the Lower Richland community; (iv) developing a business and tourism “start center” in the Broad River Road area; (v) “Revivify Richland,” a revitalization strategy to improve the County's appearance and livability; and (vi) creating a historic trail to spotlight cultural and historically significant landmarks.

(i) The financing plan for Richland Renaissance includes the issuance of one or more annual bond anticipation notes during the implementation and construction of Richland Renaissance at which time installment purchase revenue bonds (the “IPRBS”) will be issued to retire the outstanding Notes (hereinafter defined) and fund any additional costs of Richland Renaissance. While the financing plan currently provides for the issuance of IPRBS, the County has the legal authority to issue general obligation bonds in an amount not exceeding its constitutional debt limit for purposes associated with Richland Renaissance.

(j) Pending the issuance of the IRPBS, it is in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bonds with an appropriate series designation (the “Bonds”) in an amount sufficient to retire the Notes and to pay costs of issuance of the Bonds.

(k) It is in the best interest of the County for the County Council to provide for the issuance and sale of not to exceed \$20,000,000 General Obligation Bond Anticipation Notes, Series 2018B or such other appropriate series designation (the “Notes”) for the purposes of: (i) funding a portion of Richland Renaissance (the “Projects”); (ii) paying costs of the issuance of the Notes; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Bonds. Pursuant to this Ordinance, the County Council has irrevocably obligated and bound itself to effect the issuance of general obligation bonds (the “Bonds”), if necessary, prior to the stated maturity of the Notes. As provided in the financing plan, the County may issue IPRBS prior to the stated maturity of the Notes, thereby eliminating the necessity of issuing the Bonds.

SECTION 3. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$20,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, with appropriate series designations, to be designated “(amount issued) General Obligation Bond Anticipation Notes (Richland Renaissance Project), (appropriate series designation) of Richland County, South Carolina” for the purposes set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Council at the time of sale thereof.

Both the principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. U.S. Bank, National Association, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Notes.

SECTION 4. Delegation of Authority Relating to Determine Certain Matters Relating to the Notes. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Notes; (b) determine the maturity date of the Notes; (c) determine redemption provisions, if any, for the Notes; (d) determine the date and time of sale of the Notes; (e) receive bids on behalf of the County Council; and (f) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

After the sale of the Notes, the County Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the details of the Notes as set forth in this Section.

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

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Note shall be registered upon the registry books as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Note and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Notes, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Note issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Notes during the fifteen (15) days preceding an interest payment date on such Notes.

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of the Notes, and such record date shall be the fifteenth (15th) day of the calendar month preceding the maturity date of the Notes or in the case of any proposed redemption of Notes, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of Notes.

SECTION 7. Mutilation, Loss, Theft or Destruction of Notes. In case any Note shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Note, or in lieu of or in substitution for such lost, stolen or destroyed Note. In any such event the applicant for the issuance of a substitute Note shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Note, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or in substitution for any allegedly lost, stolen or wholly destroyed Note shall be entitled to the identical benefits under this Ordinance as was the original Note in lieu of which such duplicate Note is issued, and shall be entitled to equal and proportionate benefits with all the other Notes of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Note shall be borne by the applicant therefor.

SECTION 8. Execution of Notes. The Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 9. Form of Notes. The Notes shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 10. Security for Notes. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Notes. Also the proceeds of the Bonds are pledged for the payment of the Notes. As provided in the financing plan, the County may issue IPRBS prior to the stated maturity of the Notes, thereby eliminating the necessity of issuing the Bonds.b

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Notes, and such Note or Notes shall no longer be deemed to be outstanding hereunder when:

(a) Such Note or Notes shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Notes either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Notes shall no longer be deemed to be outstanding hereunder, such Notes shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and;
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S. C. Code as such as may be amended from time to time.

(c) Such Note or Notes shall be defeased as provided in Section 11-14-110 of the S. C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Notes shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Notes initially issued (the “Initial Notes and Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Notes shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of the Notes or the Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Notes shall be issued in fully-registered form. The Notes will be issued in as one single Note in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial

Notes becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Notes or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Notes or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Notes or, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Notes together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Notes of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Notes or might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Notes by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Notes together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Notes or Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 14. Sale of Notes and Form of Notice of Sale. The Notes shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit B and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale may be published in a newspaper having general circulation in the State or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Notes, together with the Notice of Sale. The County Council authorizes and directs the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission (the “Rule”). The Administrator is further authorized and directed to effect the completion of the final form of the Official Statement upon the sale of the Notes so that it may be provided to the purchaser of the Notes.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Rule, the County covenants and agrees for the benefit of the holders from time to time of the Notes to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit C to this Ordinance. In the event of a failure of the County to comply with any of the

provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Notes (excluding any bid premium) shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds and used for the purposes set forth herein. Any bid premium related to the Notes shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Notes and this Ordinance, such notice in substantially the form attached hereto as Exhibit D, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 of the Internal Revenue Code of 1986, as amended (the “IRC”), to reimburse the County from the proceeds of the Notes for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Notes for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Projects will be the County’s general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes to become includable in the gross income of the Noteholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Notes. The County further covenants and agrees with the holders of the Notes that no use of the proceeds of the Notes shall be made which, if such use had been reasonably expected on the date of issue of the Notes would have caused the Notes to be (a) “private activity bonds,” as defined in Section 141 of the IRC; (b) “arbitrage bonds,” as defined in Section 148 of the IRC, or (c) bonds that do not comply with the “hedge bonds” requirements contained in Section 149(g) of the IRC. To that end, the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC (including, but not limited to, satisfying one or more of the requirements of Sections 149(g)(1), 149(g)(3)(A) and 149(g)(3)(B) of the IRC) and any regulations promulgated thereunder so long as the Notes are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 23. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Notes: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC as Co-Bond Counsel, Parker, Poe, Adams & Bernstein LLP, as Disclosure Counsel and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Notes and the Bonds. The County Attorney may select additional co-counsel to provide services in connection with the issuance of the Notes and Bonds. The County Administrator is authorized and directed to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page Follows]

Enacted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2018:

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

Signature Page to Ordinance No. _____

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE
(RICHLAND RENAISSANCE PROJECT)
SERIES _____

No. R-

| <u>INTEREST</u> <u>RATE</u> | <u>MATURITY</u> <u>DATE</u> | <u>ORIGINAL</u> <u>ISSUE DATE</u> | <u>CUSIP</u> |
|--------------------------------|--------------------------------|--------------------------------------|--------------|
|--------------------------------|--------------------------------|--------------------------------------|--------------|

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of _____ Dollars (\$_____) at the principal office of _____, in the City of _____, State of _____ on the ___ day of _____, 2019, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of _____%, payable upon the maturity of this note. This note is not subject to prepayment prior to its maturity.

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

This note represents a series of general obligation bond anticipation notes (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County to be issued pursuant to and in accordance with the provisions of Ordinance No. _____ duly enacted by County Council on _____, 2018 (the “Ordinance”). The proceeds to be derived from the sale of general obligation bonds are irrevocably pledged for the payment of the principal of and interest on the Notes.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Ordinance. One certificate registered in the name of the Securities Depository Nominee is being issued and is required to be deposited with the Securities Depository. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

U. S. Bank National Association as Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of the Notes, as the owner of the Notes for all purposes, including payments of principal of and redemption premium, if any, and interest on the Notes, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Notes by Participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County and Registrar/Paying Agent will not be responsible or liable for such transfers of payment or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of the Notes, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on the Notes shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

[FORM OF REGISTRAR/PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This note is one of the Notes described in the within mentioned Ordinance of Richland County, South Carolina.

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: _____
Authorized Officer

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

| | | |
|-----------|--|---|
| TEN COM - | as tenants in common | UNIF GIFT MIN ACT - |
| TEN ENT - | as tenants by the entireties | _____ Custodian _____ (Cust) (Minor) |
| JT TEN - | as joint tenants with right of survivorship and not as tenants in common | under Uniform Gifts to Minors Act _____ (state) |

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Transferee)

_____ the within Note and
does hereby irrevocably constitute and appoint _____ attorney
to transfer the within Note on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Signature must be guaranteed by
a participant in the Securities Transfer
Agent Medallions Program (STAMP)

Notice: The signature to the assignment must correspond
with the name of the registered owner as it appears
upon the face of the within Note in every particular,
without alteration or enlargement or any change
whatever

FORM OF NOTICE OF SALE

\$ _____
General Obligation Bond Anticipation Notes
(Richland Renaissance Project) Series 2018
Richland County, South Carolina

DATE AND TIME OF SALE: Bids for the purchase of all but not part of the above notes (the “Notes”) will be received by Richland County, South Carolina (the “County”), until 11:00 a.m. (South Carolina Time) on _____.

BID SUBMISSION: Electronic proposals will be received via PARITY®, in the manner described below, until 11:00 a.m., South Carolina time, on _____, 2018. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 AM, South Carolina time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact Co-Bond Counsel – Frannie Heizer, McNair Law Firm, P.A., 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, telephone (803) 799-9800 or i-Deal at 395 Hudson Street, New York, New York 10014, telephone (212) 807-3800.

GOOD FAITH DEPOSIT: No good faith deposit will be required.

NOTES: The Notes will be issued under the DTC Book-Entry Only System. The Notes will be dated the date of their delivery; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Notes maturing each year; and will mature on _____ in the year and in the principal amount as follows:

| <u>YEAR</u> | <u>PRINCIPAL AMOUNT</u> |
|-------------|-------------------------|
| 2019 | \$ _____ |

As promptly as reasonably practicable after the bids are opened, the County will notify the bidder to whom the Notes will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial reoffering prices and yields to the public of the maturity of the Notes. Such reoffering prices and yields, among other things, will be used by the County to calculate the final aggregate principal amount of the Notes. It is anticipated that the final aggregate principal amount of the Notes and the final principal amount for the Notes will be communicated to the successful bidder within 24 hours of the bond sale. The dollar amount bid for principal by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Notes, but the coupon rate specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

The Notes will bear interest from the date thereof payable _____.

PURPOSE: Funding a portion of Richland Renaissance, a multifaceted, County-wide plan that includes the acquisition of property and relocation of County departments; establishment of strategically placed facilities in various areas of the County; creation of the Start Center for new business development; and the implementation of a major revitalization project.

REDEMPTION PROVISIONS: The Notes will not be subject to redemption prior to their stated maturity.

INTEREST RATES: Bidders must specify the fixed rate of interest the Notes shall bear according to the following restrictions: (a) the interest rate may not exceed three percent (3%); and (b) the interest rate specified must be a multiple of 1/100th of one percent.

BASIS OF AWARD: The Notes will be awarded to the responsive bidder whose bid results in the lowest net interest cost (the “NIC”) to the County. The NIC will be calculated as the total interest from _____ to _____, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. **ANY BID FOR LESS THAN ALL THE NOTES OR A BID FOR LESS THAN PAR WILL BE REJECTED.** The County reserves the right to reject any and all bids and to waive informalities in any or all bids. In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Notes will be reoffered to the public. The Notes will be awarded or all bids will be rejected within 24 hours of the sale.

SECURITY: The Notes shall constitute general obligations of the County and the proceeds of general obligation bonds are irrevocably pledged to the payment of the Notes. Additionally, the full faith, credit and taxing power of the County is pledged.

REGISTRAR/PAYING AGENT: U.S. Bank National Association, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Notes.

CUSIP NUMBERS: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidder and should be provided to the County within five (5) days of being selected as the winning bidder, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Notes in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

DELIVERY: The Notes will be delivered on or about _____, in New York, New York, at the expense of the County. The purchase price then due must be paid in federal funds or other immediately available funds.

OFFICIAL STATEMENT: The County has distributed an Official Statement in connection with the sale of the Notes in preliminary form (the “Preliminary Official Statement”). The County, by accepting the bid of the successful bidder, (a) certifies to such successful bidder as of the date of acceptance of such bid that the Preliminary Official Statement furnished prior to the date of such acceptance has been “deemed final” as of its date by the County within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2 12”), although subject to revision, amendment and completion; and (b) agrees to provide such successful bidder, in order to permit such successful bidder to comply with Rule 15c2 12, with up to 50 printed copies of the final Official Statement approved by the County in relation to the sale by the County of the Notes within the period of time allowed under Rule 15c2 12, at the sole cost and expense of the County, with any additional printed copies which such successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. Such successful bidder, by executing its bid, agrees to provide two copies of the final Official Statement to the Electronic Municipal Market Access system within the meaning of Rule 15c2 12 (a “EMMA”) upon receipt of the final Official Statement from the County and two copies of the final Official Statement (with any required forms) to the Municipal Securities Rulemaking Board (the “MSRB”) or its designee pursuant to MSRB Rule G 36 no

later than ten (10) business days following the date of acceptance of its bid, and such successful bidder further agrees to comply with all other applicable provisions of Rule 15c2 12 and MSRB Rule G 36. Such successful bidder shall notify the County of (i) the date which is the “end of the underwriting period” within the meaning of Rule 15c2 12 and (ii) the date on which the final Official Statement is filed with EMMA. Copies of the Preliminary Official Statement may be obtained at the offices listed in this Official Notice of Sale under the caption “Additional Information.” In the Ordinance, the County has committed to provide certain annual information and notices of material events as required by Rule 15c2 12 and as described in the Official Statement. The successful bidder’s obligation to purchase the Notes shall be conditioned upon its receiving, at or prior to the delivery of the Notes, in form and substance reasonably satisfactory to the successful bidder, a copy of the continuing disclosure undertaking set forth above, which shall constitute a written agreement for the benefit of the Holders of the Notes as required by Rule 15c2 12. The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c212 but is subject to revision, amendment and completion in a final Official Statement as provided in Rule 15c2 12. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with Rule 15c2 12.

BLUE SKY LAWS: The County has not undertaken to register the Notes under the securities laws of any state, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Notes under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Notes, the winning bidder represents that the sale of the Notes in states other than South Carolina will be made only under exemptions from registration or, wherever necessary, the winning bidder will register the Notes in accordance with the securities laws of the state in which Notes are offered or sold. The County agrees to cooperate with the winning bidder, at the winning bidder’s written request and expense, in registering the Notes or obtaining an exemption from registration in any state where such action is necessary, but shall not be required to consent to service of process in any such state.

POSTPONEMENT: The County reserves the right to postpone from time to time the date established for receipt of bids. The County will communicate any such change in the sale date through the Bloomberg Wire or the Bond Buyer Wire prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Notes is postponed, any alternative sale date will be announced through the Bloomberg Wire or the Bond Buyer Wire at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed bid for the purchase of the Notes in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bloomberg Wire or the Bond Buyer Wire at the time the sale date and time are announced.

CONTINUING DISCLOSURE: A description of the County’s undertaking with respect to its Continuing Disclosure Undertaking is set forth in the Preliminary Official Statement.

LEGAL OPINIONS: The issuance of the Notes is subject to the favorable opinions of McNair Law Firm, P.A. and The Law Offices of Ernest W. Cromartie III, LLC, as co-Bond Counsel, as to the validity of the issuance of the Notes under the constitution and laws of the State and the exemption of the Notes from federal income taxation, which opinions shall accompany each Note, together with the usual closing documents, including a certificate that no litigation is pending affecting the Notes. Parker Poe Adams & Bernstein LLP, as Disclosure Counsel, will issue an opinion advising that no facts have come to Disclosure Counsel’s attention that causes them to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

ISSUE PRICE CERTIFICATE: The winning bidder shall assist the County in establishing the issue price of the Notes and shall execute and deliver to the County at delivery an “issue price” certificate setting forth the reasonably expected initial offering price to the public, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and co-Bond Counsel. A sample copy of the certificate may be obtained from McNair Law Firm, P.A.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the “Competitive Sale Requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

In the event that the Competitive Sale Requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat the initial offering price to the public as of the sale date of the Notes as the issue price of the Notes (the “Hold-the-Offering-Price Rule”). The County shall promptly advise the winning bidder, at or before the time of award of the Notes, that the Notes shall be subject to the Hold-the-Offering-Price Rule. Bids will not be subject to cancellation in the event that the County determines to apply the Hold-the-Offering-Price Rule to the Notes. Bidders should prepare their bids on the assumption that the Notes will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Notes.

By submitting a bid, the winning bidder shall (1) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price (the “Initial Offering Price”), or at the corresponding yield, set forth in the bid submitted by the winning bidder and (2) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of the Notes to the public at a price that is no higher than the Initial Offering Price to the public (the “10% Test”).

The winning bidder shall promptly advise the County when the underwriters have sold 10% of the Notes to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

In making the representation set forth above, the County acknowledges that the winning bidder will rely on (1) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (2) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (3) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Notes.

By submitting a bid, each bidder confirms that: (1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Notes or all Notes have been sold to the public and (b) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (2) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Notes or all Notes have been sold to the public and (b) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (a) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to

participate in the initial sale of the Notes to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),

- (3) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Notes are awarded by the County to the winning bidder.

ADDITIONAL INFORMATION: For copies of the Preliminary Official Statement and the Official Notice of Sale, please go to www.munios.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Notes.

RICHLAND COUNTY, SOUTH CAROLINA

EXHIBIT C

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as _____, _____, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Notes (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the [Bonds] [Notes] and the 9-digit CUSIP numbers for all Notes to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any [Bonds] [Notes] (including persons holding [Bonds] [Notes] through nominees, depositories or other intermediaries) or (b) treated as the owner of any Notes for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notes” means the bond anticipation notes as listed on the attached Exhibit A, with the 9-digit CUSIP number relating thereto.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Notes (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Notes, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Notes were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. on the first business day following the Annual Filing Date for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”

8. “consultant reports;” and
 9. “other financial/operating data.”
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: [TO BE PROVIDED]. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Notes constitutes a Notice Event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- vii. Modifications to rights of [Bond][Note] holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the Notes, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been

assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- xiii. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Notes and the 9-digit CUSIP numbers for the Notes as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Notes upon the legal defeasance, prior redemption or payment in full of all of the Notes, when the Issuer is no longer an obligated person with respect to the Notes, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Notes. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Notes or under any other document relating to the Notes, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Notes or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Notes.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall

not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Notes and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Notes, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF [NOTES] BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Notes as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

1. ____ "quarterly/monthly financial information;"
2. ____ "change in fiscal year/timing of annual disclosure;"
3. ____ "change in accounting standard;"
4. ____ "interim/additional financial information/operating data;"
5. ____ "budget;"
6. ____ "investment/debt/financial policy;"
7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ____ "consultant reports;" and
9. ____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT D

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2018, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an ordinance (the "Ordinance") providing for the issuance and sale of not to exceed \$20,000,000 General Obligation Bond Anticipation Notes, Series 2018B, or such other series designation, the proceeds of which will be used for: (i) funding a portion of Richland Renaissance; (ii) paying costs of issuance of the Notes; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The Notes are secured by the full faith, credit, and taxing power of the County and a pledge of the proceeds of general obligation bonds.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

/s/Chair, County Council, Richland County,
South Carolina

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Reign Living LLC; and other related matters

Notes:

First Reading: April 17, 2018
Second Reading: May 1, 2018
Third Reading:
Public Hearing: May 15, 2018

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO REIGN LIVING LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Reign Living LLC (“Company”) desires to establish a commercial apartment complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$27,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13 and approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01 (“Property”), in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 17, 2018
Second Reading: May 1, 2018
Public Hearing: May 15, 2018
Third Reading: June 5, 2018

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

REIGN LIVING LLC
(previously identified as Project Reign)

Effective as of: June 5, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of June 5, 2018 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and REIGN LIVING LLC (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a commercial apartment complex in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$27,000,000;

WHEREAS, by an ordinance enacted on June 5, 2018 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations and Covenants by the Company.* The Company represents and covenants to the County as follows:

- (a) The Company is in good standing under the laws of the State of Delaware, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.
- (d) The Company hereby covenants to provide \$100,000 each year for three years, commencing on or before January 15, 2019, and continuing through January 15, 2021, for a total of \$300,000 ("Community Funds"), to the County for the purpose of acquiring, developing, constructing or improving certain parks, green spaces, recreational facilities or beautification projects ("Community Investment") within the community in which the Project will be located. The County shall have the sole discretion in determining the particular Community Investment on which the Community Funds shall be expended.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$27,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B. Provided, the Infrastructure Credits available to the Company with respect to any particular Fee Payment shall not be applied unless and until the Company is current in its payment of Community Funds described in Section 1.2(d).

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, and had invested \$24,300,000 by the Certification Date, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$24,300,000 / \$27,000,000 = 90%

Clawback Percentage = 100% - 90% = 10%

$$\text{Repayment Amount} = \$1,000,000 \times 10\% = \$100,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.4 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such

disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an “Affiliate” of the Company so long as the Company provides 30 days’ prior written notice of the assignment to the County, and the Affiliate agrees in a signed writing, a copy of which shall be delivered to the County, to assume all duties and obligations of the Company hereunder. An “Affiliate” of the Company shall mean any entity that controls, is controlled by, or is under common control with the Company.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the

1201 Main Street, Suite 2200 (29201)
Post Office Box 11889
Columbia, South Carolina 29211-1889
Phone: 803.540.7945
Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. *Agreement's Construction.* Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Reign Living LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

REIGN LIVING LLC

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

Approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13

Approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

33% per year for 10 years, commencing with the first property tax year after the property tax year in which the project is placed in service

Richland County Council Request for Action

Subject:

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)

Notes:

First Reading: May 15, 2018

Second Reading:

Third Reading:

Public Hearing:

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

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 AMEND ORDINANCE SEC. 2-535(H).

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 1. Findings and Determinations

The County Council (“County Council”) of Richland County, South Carolina (“County”) hereby finds and determines:

(a) The South Carolina General Assembly enacted Act 280 of 1979 providing in pertinent part that “the school tax levy for Richland County School Districts 1 and 2 shall be determined by the Richland County Council based on the requirements of the South Carolina Education Finance Act of 1977 and based on any other additional funding deemed necessary by the board or county council.”

(b) To fulfill the County Council’s duty to determine the school tax levy for Richland County School Districts 1 and 2 (“school districts”) within the requirements of the laws affecting the school districts, it is in the best interests of the County and school districts for the County Council to determine the operating property tax millage rates to be levied but not appropriate funds or approve the budgets.

(c) Since the enactment of Act 280 of 1979 and the Education Finance Act of 1977, many other laws have been enacted with enormous effect on the funding of public school districts, including without limit, the Education Improvement Act of 1984, the Education Accountability

Act of 1998, homestead and other property tax exemption statutes, economic development statutes authorizing negotiated assessment ratios and millage rates, Act 388 of 2006 expanding the homestead exemption, establishing a reimbursement system, and limiting increases in property tax millage rate, and reassessment values, Act 23 of 2017 regulating school district fiscal practices, and annual State Appropriations Act provisos and funding provisions often enacted after the decisions of the school boards and County Council.

(d) The timing of decision-making by the school boards and County Council is currently not coordinated with the adoption of the State Appropriations Act or the most current information concerning the assessed values of property within the school districts.

(e) The financial management of public school districts is subject to state and federal statutes, regulations and governmental accounting standards which differ from those governing county government.

(f) The County Council and the boards of Richland County School Districts One and Two desire to improve, simplify, and make more efficient the systems and procedures among the school districts and County government so that they may fulfill their responsibilities under Act 280 of 1979 and all other statutes and regulations affecting the funding and financial management of Richland County School Districts One and Two.

(g) Adopting and implementing this Ordinance concurrently with determining the school tax levy for fiscal year 2018-2019 serves the best interest of the County and school districts.

Section 2. Procedures to Establish the Property Tax Millage Levy for Richland County School Districts One and Two

(a) The school boards of Richland County School Districts One and Two, on or before May 15, will notify the County Council of their anticipated general fund revenue for the subsequent fiscal year, including the anticipated revenue from state sources, from fees-in-lieu-of-taxes, and from *ad valorem* property taxes based on the then most current estimates of assessed value and a requested property tax millage rate.

(b) The County Council will include the school districts in the public announcement complying with S.C. Code Ann. § 6-1-80 or similar provision and levy annually property tax millage rates for Richland County School Districts One and Two, within the limits, if any, of then current state law, by second reading on or before June 15. The County Council will not appropriate funds or approve budgets for the operations of Richland County School Districts One and Two.

(c) The school boards of Richland County School Districts One and Two will adopt revenue and expenditure budgets each year by June 30 as required by state law.

(d) The Richland County Auditor (“Auditor”) will advise the superintendent of each school district of the estimated assessed value of property by state property classification at all relevant times, including at the same time as the Auditor submits estimated assessed values to the County for County purposes and prior to third reading by County Council determining school district property tax millage rates.

(e) If the Auditor’s most current estimate of school district operating assessed values prior to third reading by County Council differs from the estimates provided to the school districts prior to May 15, the school boards may submit to County Council modified requests for property tax millage rates prior to third reading by County Council determining school district property tax millage rates.

(f) The County will advise the superintendents of the school districts of the estimated fees-in-lieu-of-taxes to be received by the school districts during the budget year, for inclusion in the revenue estimates to be submitted by the school boards to the County Council on or before May 15.

(g) The County Treasurer will disburse to the school districts as it becomes available all revenue received by the Treasurer for the account of the school districts, including state revenue, fees-in-lieu-of-taxes and *ad valorem* property taxes, and this Ordinance constitutes the concurrence of the County Council with the request by the school districts for the disbursement by

the County Treasurer of school district funds satisfying the requirements of S.C. Code Ann. § 59-69-215.

(h) The dates of May 15 and June 15 in this Ordinance are intended to facilitate decision-making and failure to comply with them does not invalidate any decision or subsequent action of the County Council or school boards.

Section 3. Ordinances Repealed

(a) Ordinance Sec. 2-537(a) is repealed.

(b) Ordinance Sec. 2-535(h) is repealed and is replaced by the following: “Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse.”

Section 4. School Tax Levy Determination for Fiscal Year 2018-2019

(a) The school tax levy for Richland County School Districts One and Two, to cover the period from July 1, 2018 to June 30, 2019, are hereby levied upon all taxable property located within the following respective tax districts in Richland County for general fund operations, subject only to adjustment by County Council upon third reading, as follows:

| <u>School District</u> | <u>Mills</u> |
|--|--------------|
| Richland County School District One – Operations | — |
| Richland County School District Two – Operations | — |

(b) The following estimated millage rates for debt service are noted for informational purposes only, but the debt service millage rates will be determined and levied by the Richland County Auditor pursuant to S.C. Code Ann. § 59-71-150.

| <u>School District</u> | <u>Mills</u> |
|--|--------------|
| Richland County School District One – Debt Service | — |
| Richland County School District Two – Debt Service | — |

Section 5. Miscellaneous

(a) If any one or more of the provisions or portions hereof are determined by a court

of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) All ordinances regarding the same subject matter as this Ordinance are hereby repealed.

Section 6. Effective Date

(a) This Ordinance shall take effect immediately upon approval at third reading and will apply to the property tax millage levy for fiscal year 2018-2019 and all subsequent years.

Enacted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
[Name]
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF
_____, 2018:

[Name]
Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: _____
Date of Second Reading: _____
Date of Public Hearing: _____
Date of Third Reading: _____

Sec. 2-535. Budget adoption and amendments after adoption.

(a) *Public hearings.* The public hearing on the budget shall be held prior to second reading of said budget. After the conclusion of the public hearing, the council may insert new items of expenditure or may increase, decrease or strike out items of expenditures in the general fund budget, except that no item of expenditure for debt service or other provision of law shall be reduced or stricken out. The council shall not alter the estimates of receipts contained in such budget except to correct omissions or mathematical errors.

State law reference(s)--Public hearing requirements prior to adoption of budget, S.C. Code 1976, § 4-9-130.

(b) *Supplemental appropriations.* If during the fiscal year, the county administrator certifies that there are available for appropriation revenues in excess of those estimated in the budget, the council, by ordinance and after public hearings, may make supplemental appropriations for the year up to the amount of the excess.

(c) *Emergency appropriations.* (See South Carolina Code 1976, section 4-9-130, last paragraph, concerning appropriations for public emergencies.)

(d) *Reduction of appropriations.* If at any time during the fiscal year, it appears probable to the county administrator that the revenues available will be insufficient to meet the amount appropriated, he shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The council shall then take further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(e) *Transfer of appropriations.* At any time during the fiscal year, the county administrator may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon request by the county administrator, the council may by ordinance transfer a part or all of any unencumbered appropriation balance from one department, office or agency to another.

(f) *Adoption of the general fund budget.* The council shall, in no event, adopt a general fund budget in which the total of expenditures exceeds available revenues. If, for any reason, the council fails to adopt the general fund budget, the general fund appropriation ordinance and such ordinances providing for additional revenues as may be necessary to put the budget in balance on or before the first day of July, the general fund budget in effect for the previous fiscal year shall be the general fund budget on a monthly basis beginning on the first day of July until the general fund budget shall be adopted by the council.

(g) *Effective date of general fund budget; certification; copies made available.* Upon final adoption, the general fund budget shall be in effect for the ensuing fiscal year. A copy of such budget as finally adopted shall be certified by the county administrator and chair of council and filed in the office of the director of finance and budget. The general fund budget so certified shall be reproduced and sufficient copies thereof shall be made available for the use of all departments, courts, boards, commissions, offices and agencies and for the use of interested persons and organizations.

(h) *Appropriations to lapse.* Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse, except that any balance remaining in the funds of the school boards at the end of the fiscal year shall remain to the credit of those school boards and an estimate of any such balance shall be included in the school budgets of the ensuing year as an estimated receipt.

(i) *Certification of funds; penalties for violation.* No payment shall be made and no obligation incurred by or on behalf of the county except in accordance with an appropriation duly made; provided that the council shall have the power to authorize and direct the making of contracts for the expenditure of funds not appropriated in any budget for the then current fiscal year, in which event the council shall appropriate the funds in the budget or budgets for the next fiscal year or years for the performance of the contracts. No payment shall be made from or obligation incurred against any allotment or appropriation unless the director of finance and budget shall first certify that there is a sufficient unexpended and unencumbered balance in such allotment or appropriation to

meet the same; provided that, nothing herein shall be taken to prevent the advance authorization of expenditures from a contingency fund. Every expenditure or obligation authorized or incurred in violation of the provisions of this section shall be void. Every payment made in violation of the provisions of this section shall be deemed illegal and every official who shall knowingly receive such payment of any part thereof shall be jointly and severally liable to the county for the full amount so paid or received. If any elected official, member of a board, or commission, or employee of the county shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this section or knowingly take part therein, such action shall be cause for his removal.

(Code 1976, 6-2004; Ord. No. 589-79, §§ 7--10, 10-17-79; Ord. No. 1294-85, § 1, 5-7-85)

Sec. 2-537. Property tax requests from outside agencies.

(a) *School operating budgets.* It shall be the duty of the school boards to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the school budgets shall relate to its total only, and the school boards shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The school boards shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(b) *Agencies financially supported in whole or part through property taxes.* It shall be the duty of the agencies to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the agency budgets shall relate to its total only and the agencies shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The agencies shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(c) *Ceiling for funding agencies financially supported in whole or in part by Richland County.* The council shall, prior to beginning budget deliberations, establish a ceiling for funding outside agencies for the next fiscal year. Said ceiling shall be established by a percentage of the total budget appropriation for the operation of county government or by a fixed dollar amount. The ceiling established pursuant to this section shall not be amended except by vote of two-thirds (2/3) of the members of the county council.

(Code 1976, § 6-2006; Ord. No. 589-79, § 12, 10-17-79; Ord. No. 1850-89, § I, 3-21-89)

Cross reference(s)--Taxation generally, [Ch. 23](#).

Richland County Council Request for Action

Subject:

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

Notes:

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

Richland County Council Request for Action

Subject:

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 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

Notes:

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

Richland County Council Request for Action

Subject:

Solid Waste Curbside Collection Services Contract Extension, Service Area 2

Notes:

May 22, 2018 – The committee recommended Council approve the proposed contract amendment.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

May 22, 2018 Administration & Finance Committee

Briefing Document – Solid Waste Curbside Collection Services Contract Extension, Service Area 2

Agenda Item

Approval of an amendment to extend the Waste Industries Contract for Solid Waste Collection Curbside in Service Area 2.

Background

In January 1984, Richland County began providing county-wide curbside collection service for unincorporated area residents. The County currently provides curbside collection service in eight service areas through four contracted haulers. The collection services provided include household waste, yard waste, bulk item collection, and recycling. Haulers are permitted to have a maximum of two service areas at any one time.

The current contract for Service Area 2 with Waste Industries expired on March 31, 2018. Waste Industries has been doing a commendable job in Service Area 2. A map of Service Area 2 is attached.

The County is in the process of implementing the new Route Management System. Routing software has been developed for Waste Industries routes in Area 2. The route management system equipment is being installed on the Waste Industries trucks and the system should be fully implemented and operational later this year.

The County's Procurement Code states, "A contract for residential solid waste collection may be renewed or renegotiated regardless of any terms therein if the County Council determines that renewal to promote continuity of service is in the best interest of the County".

Negotiations with the current hauler allowed the County to evaluate the hauler's past performance and make recommendations to improve service. The negotiations also addressed the annual update to the Consumer Price Index (CPI) and the fuel surcharge.

On February 6, 2018, Richland County Council authorized staff to negotiate the financial terms and conditions of an extension of the Service Area 2 Collections Agreement and Contract.

Staff from the Solid Waste & Recycling Division of the Department of Public Works and staff from the Procurement Department have met with Waste Industries officials and negotiated a mutually acceptable amendment to the existing contract. The amendment extends the term of the contract and includes additional conditions and revisions to the contract which will improve service and control costs.

Issues

The current contract for Service Area 2 with Waste Industries expired on March 31, 2018. By extending the current contract with Waste Industries, the County can avoid a disruption in service and a delay in implementation of the new route management system. The new system will allow the county to monitor hauler performance and improve service to Richland County residents.

The proposed contract includes clear language addressing penalties for missed pick-ups and contract violations, payment for a portion the route management system operating fee, changes the CPI adjustment from 3.5% to the actual CPI, adjustment of the fuel surcharge to reflect increases and decreases, and compliance with stipulations proscribed by Procurement staff.

Fiscal Impact

Changes to the contract will allow the County to modify the CPI adjustment and fuel surcharge. This should result in a long term savings to the County.

Past Legislative Actions

On September 5, 2012, the County and Waste Industries entered into an agreement and contract for solid waste collection and transportation in Service Area 2.

On January 9, 2014, Richland County and Waste Industries amended the contract and agreement to collect waste in Service Area 2. The contract expired on December 31, 2017.

On December 20, 2017, the contract was extended to March 31, 2018, to allow staff time to negotiate an amendment to the contract.

Alternatives

1. Approve the proposed contract amendment
2. Disapprove the proposed contract amendment

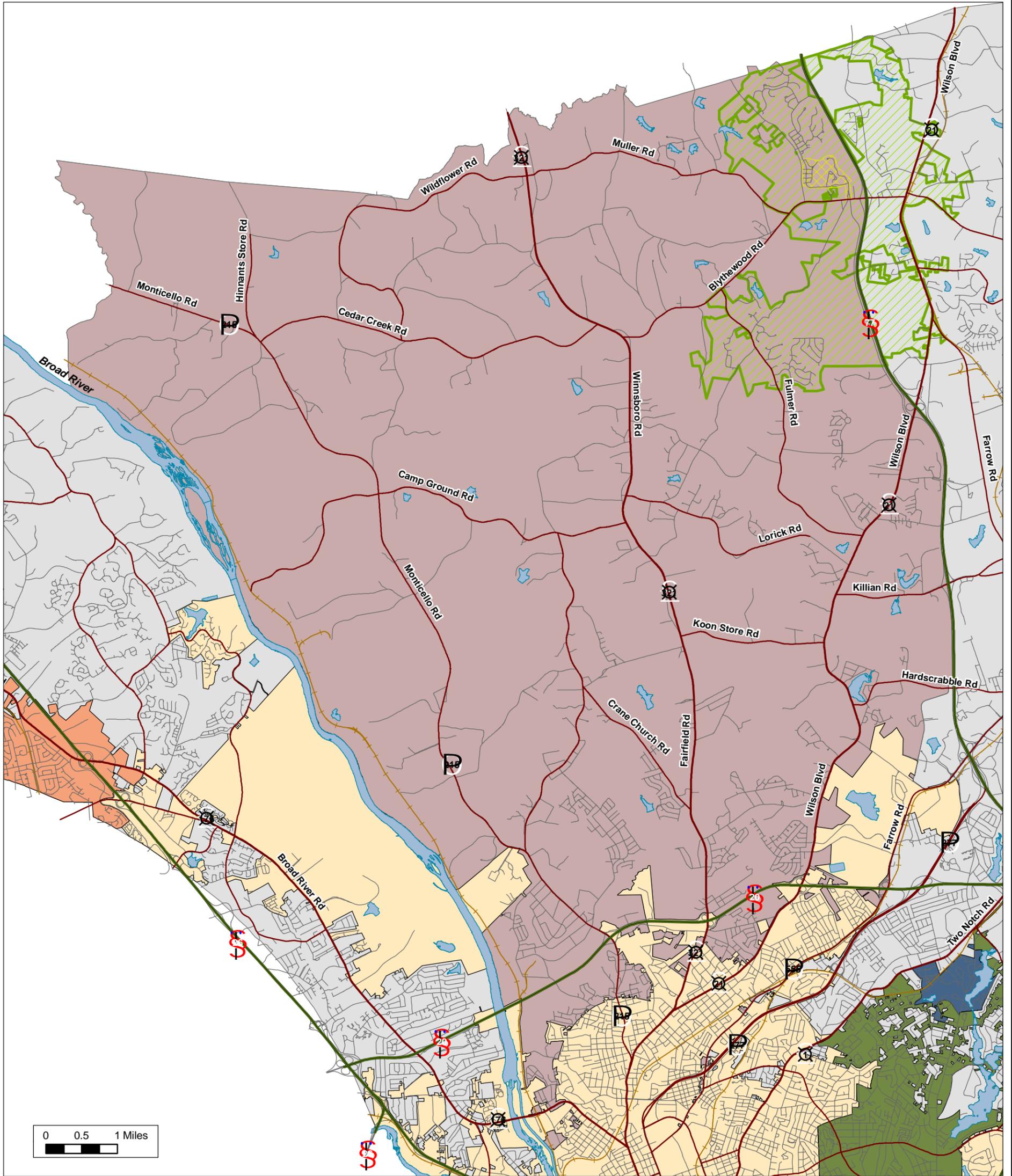
Staff Recommendation

Staff recommends that Council approve the proposed amendment to the contract for Service Area 2.

Submitted By: Procurement Department

Date: April 19, 2018

RC SWR Area 2 Collection



Legend

Municipalities

-  Blythewood (RC Collection)
-  Columbia
-  Irmo
-  Arcadia Lakes
-  Forest Acres

Solid Waste Collection Zones

-  Garbage: Monday
-  Recycling: Friday*
-  Yard Waste: Thursday
-  *Every Other Week
-  Backyard Collection



DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local governments agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a licensing agreement.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203

SERVICE AREA #2 COLLECTIONS AGREEMENT AND CONTRACT

This Agreement and Contract hereinafter "Contract," is made and entered into this _____ day of _____, 2018, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina, 29204-1002, hereinafter referred to as "County", and Waste Industries LLC, whose address is 3301 Benson Drive, Suite 601, Raleigh, NC 27609, hereinafter referred to as "Contractor". This Contract shall become effective April 11, 2018. This Contract shall supersede any other contracts or extensions thereof for curbside collections in Service Area #2.

WITNESSETH

WHEREAS, the Contractor has represented to the County that it is qualified to perform as a Contractor for collection and transportation, and based upon Contractor's representations, the County wishes to engage Contractor to perform the work described herein;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

1. DEFINITIONS

A. "Confidential Information" as used in this Contract 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, formulations, techniques, methodology, assay systems, formula, 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.

"Confidential Information" does not include information which (a) was known to Contractor at the time it was disclosed, other than by previous disclosure by County, as evidenced by Contractor's written records at the time of disclosure; (b) is lawfully and in good faith made available to Contractor by a third party who did not derive it, directly or indirectly, from County.

B. "Contracting Officer (CO)" shall be the person occupying the position of the Director of Procurement and who has authority to act on the behalf of the County to make binding decisions with respect to this Contract.

C. "Contracting Officer's Representative (COR)" is an individual, appointed in writing, to monitor and administer the Contract and Contractor performance during the life of this Contract.

D. "Contractor" or "Prime Contractor" hereinafter will be referred to as "Waste Industries LLC."

E. "Contractor's Employee" as used in this Contract, means any officer, partner, employee, or agent of the Contractor.

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

- G. "Prime contract" as used in this Contract, means the Contract between County and Contractor.
- H. "Subcontract," as used in this Contract, means an agreement or contractual action entered into by the Contractor with sub-contractor or any third party for the purpose of obtaining services as agreed under this Contract.
- I. "Subcontractor," as used in this Contract, (1) means any third party, person, firm, company, entity, corporation, partnership, or 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 Contract or a subcontract entered into in connection with Contractor and the Contract with the County and (2) includes any third party, person, firm, company, entity, corporation, partnership, or business association of any kind, trust, joint-stock company, or individual who offers to furnish or furnishes services to the Contractor or a higher tier Subcontractor.

All references to days in this Contract mean calendar days.

All references to "shall", "must", and "will" are to be interpreted as mandatory language.

2. ACTS, LAWS, ORDINANCES AND REGULATIONS

The Contractor will comply with all applicable federal, state and local acts, laws, ordinances and regulations, including but not limited to, the acts and standards listed below as they relate to solid waste collection and transportation services in Service Area #2 provided under this Contract:

Age Discrimination in Employment Act of 1967

Americans with Disabilities Act (ADA)

Disabled and Vietnam veteran employment

Disadvantaged Business Enterprise (DBE) Program

Environmental Protection Agency Regulations

Equal Employment Opportunity

Fair Labor Standards Act

Occupational Safety and Health Administration (OSHA)

Payments to Contractors, Subcontractors, and Suppliers, SC Code 29-6-10 et al.

SC Department of Health and Environmental Control (DHEC) Regulations

SC Drug Free Workplace Act

SC Illegal Immigration and Reform Act

US Citizenship and Immigration Service Employment Eligibility Verification Program

3. FINANCIAL INTEREST

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.

4. AFFIRMATIVE ACTION

The Contractor shall take affirmative action in complying with all Federal, State and local 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, gender, gender identity, national origin and/or physical handicap.

5. AMENDMENTS

All amendments to and interpretations of this Contract shall be in writing and signed by each party. Any amendments or interpretations that are not in writing and signed by each party shall not legally bind the County and or its agents.

6. ANTI-KICKBACK PROCEDURES

A. Definitions specific to Section 6 of this Contract:

"General Contractor/Vendor" means a person who has entered into a contract with the County.

"General Contractor/Vendor employee" means any officer, partner, employee or agent of a Prime Contractor.

"Kickback" 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" means a corporation, partnership or business association of any kind, trust, joint-stock company, or individual.

"Prime contract" 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.

"Subcontract" 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" means (1) 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 (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

B. The Contactor shall comply with the Anti-Kickback Act of 1986 (41 U.S.C. 51-58), which 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. Requirements:

- 1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in 6.B above in its own operations and direct business relationships.
- 2) When the Contractor has reasonable grounds to believe that a violation described in paragraph 6.B may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the CO and the County Attorney.
- 3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in 6.B.
- 4) The CO may:
 - a) Offset the amount of the kickback against any monies owed by the County under the prime contract, and/or
 - b) Direct that the General Contractor/Vendor to withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The CO may order that monies withheld under 6.C.4.b be paid over to the County unless the County has already offset those monies under 6.C.4.a. In either case, the General Contractor shall notify the CO and the County Attorney when the monies are withheld.
- 5) The Contractor agrees to incorporate the substance of 6.C.5, including this paragraph but excepting 6.C.1, in all subcontracts under this Contract which exceed \$50,000.

7. ASSIGNMENT OF AGREEMENT AND CONTRACT

This Agreement and Contract shall not be assigned or reassigned in any manner, including but not limited to by sale of stock or sale of company or sale of any controlling interest, given through inheritance, co-ownership or as a gift, divided, sublet, or transferred without prior written approval of Richland County Council.

8. AUDIT AND RECORDS

A. As used in Section 8, "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 the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this Contract, the CO, or an authorized representative, 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 the 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 8.B of this Contract, for examination, audit, or reproduction, until 3 years after final payment under this Contract, except as provided herein:

- 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. The Contractor shall insert a clause containing all the provisions of this paragraph, including this paragraph, 8.D, in all subcontracts.

9. CONTRACT ADMINISTRATION

The CO has the authority to act on the behalf of the County to make binding decisions with respect to this Contract. Questions or problems arising from this Contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204 or assigned representative.

10. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to 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.

11. DRUG FREE WORKPLACE ACT

The Contractor and the County agree to comply with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, and that it 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 this Contract.

12. 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. Contractor will provide information and submit reports on employment as County requests. Failure to comply may result in termination of this Contract.

13. FORCE MAJEURE

The Contractor shall not be liable for any excess costs if the failure to perform arises out of cause beyond the control and without the fault or negligence of the 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 the Contractor and subcontractor and without fault or negligence of either of them. If a party asserts force majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must (1) take reasonable steps to minimize delay or damages caused by foreseeable events, (2) substantially fulfill all non-excused obligations, and (3) ensure that the other party was timely notified of the likelihood or actual occurrence of an event described herein.

14. GUARANTEE

Contractor shall guarantee all vehicles and equipment utilized for this Contract and being furnished for a period of not less than the Contract term, after the final inspection and approval of the vehicles and equipment, will be maintained operational, safe and in good working conditions for the duration of the contract. When defects and faulty vehicles and equipment are discovered during the guaranteed period,

the Contractor shall immediately proceed at own expense to repair or replace the same, together with damages to all vehicles and equipment that may have been damaged as a result of omission and/or workmanship.

15. IMPROPER INFLUENCE

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the CO is hereby prohibited. Violation of this provision may result in suspension or debarment.

16. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and the County's agents and employees 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.

17. INSURANCE

Contractor shall be responsible for any damages resulting from its activities. Prior to starting work hereunder, Contractor, 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. 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. Insurance Services Office (ISO) forms are acceptable; alternative standards require the written consent of the County. The County shall have the right to refuse or approve carriers. This agreement sets forth minimum coverages and limits and is not to be construed in any way as a limitation of liability for Contractor.

If permitted by the County to subcontract, Contractor must require these same insurance provisions of its Subcontractors or insure its Subcontractors under its own policies. Failure of Contractor or its subcontractors to maintain insurance coverage shall not relieve Contractor of its contractual obligation or responsibility hereunder.

A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability policy with a \$2,000,000 (two million dollars) general aggregate and minimum limits of \$1,000,000.00 (one million dollars) per occurrence for bodily injury and property damage, personal and advertising injury and products /completed operations.

The policy shall also include:

1. contractual liability for this location or blanket contractual liability;
2. a waiver of subrogation against the County its officials, employees, leased and temporary employees and volunteers;
3. a provision that policy is primary to all other insurance or self-insurance even if the policy asserts it is secondary, excess or contingent;
4. the County, its officials, employees, temporary and leased workers and volunteers endorsed as additional insured;
5. severability of interest;

B. Umbrella Liability Insurance

Contractor shall provide an umbrella policy for \$5,000,000 (five million dollars) per occurrence that provides coverage at least as broad as the liability policies.

C. Business Auto Coverage:

Contractor shall provide a business auto policy that has at least the per occurrence combined single limit of \$1,000,000 (one million dollars). The business liability coverage should include coverage for hired and non-owned autos. Physical damage coverage is at the option of Contractor. The policy shall also include:

1. contractual liability;
2. a waiver of subrogation against the County, its officials, employees, leased and temporary employees and volunteers;
3. a provision that the policy is primary to all other insurance or self-insurance.
4. endorsement CA 9948 (an ISO form) or a comparable endorsement providing for cleanup and expense cost for pollution.

D. Workers Compensation and Employers Liability Insurance:

Contractor shall provide a workers compensation policy that specifies South Carolina coverage and an employer's liability policy with limits of per accident/per disease is required. "Other States" only is unacceptable. The policy shall waive subrogation against the County, its officials, employees, temporary and leased workers and volunteers.

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

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.

F. Certificates of Insurance

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. The County shall be an additional insured. Certificates shall 1) state the insurance applies to work performed by or behalf of the Contractor 2) shall state any retention and identify each insurer and 3) incorporate by reference this contract's provisions. Contractor shall ask its insurance broker(s) to include a statement on the certificate that the broker(s) will give the County notice of a material change in or cancelation of a policy.

18. LICENSES, PERMITS AND CERTIFICATES

The 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 Contract.

19. NON-APPROPRIATIONS

This Contract 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.

20. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract 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:

Parties must acknowledge by signature the receipt of any notice delivered in person by either party; 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 calendar days to the other.

County: *Richland County Office of Procurement and Contracting, 2020 Hampton Street, Third Floor, Suite 3064, Columbia, SC 29204-1002*

Contractor: *Waste Industries LLC, 3301 Benson Drive, Suite 601, Raleigh, NC 27609*

21. OTHER WORK

The County shall have the right to perform or have performed work other than the services performed exclusively by Contractor under this Contract, as it may desire while Contractor is performing work. The Contractor shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

22. OWNERSHIP

Except for the County's proprietary software and materials, and the proprietary Operating System Software, all original data, spatial data, aspatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. 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, or developments created specifically by or for the County under this Contract, without the written consent of the CO. Any external requests to procure these data or materials must be forwarded to the County.

23. PERFORMANCE BONDS

The Contractor shall deposit with the CO within ten (10) days after execution of the Contract, a performance bond issued by a surety company licensed to conduct business in South Carolina in the principal sum of one hundred (100) percent of the cost to the County of the annual contract. The surety on such bond shall be a duly authorized surety company; bonds shall be countersigned by a duly authorized agent in South Carolina and such surety must be satisfactory to the County.

Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated power of attorney.

The performance bond must be in the amount of the Contract for one year and shall be a one-year bond renewed and adjusted each year to then current annual amount of the contract.

Cancellation or lapse of the performance bond shall be considered a material breach of the contract.

24. PERFORMANCE TIMELINE

The period of the Contract is not to exceed December 31, 2022, commencing April 1, 2018, unless Contract

is terminated sooner by its own terms or is extended or renewed. This Contract may be extended where appropriate by written agreement of the County and the Contractor.

25. PERMITS

The Contractor will comply with "all applicable federal, state and local laws, regulations requiring permits" and agrees to at a minimum comply with:

The 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 and shall deliver all proof of compliance to the County upon final acceptance of the work.

Contractor shall report to the County any aspect of noncompliance with the specifications or requirements of the Contract.

If Contractor cannot procure necessary permits, County may terminate the Contract without liability.

26. PUBLICITY RELEASES:

Contractor agrees not to refer to award of this Contract in commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by the County.

27. QUALIFICATIONS;

Contractor must be regularly established in the business called for, and who by executing this Contract certifies that it is financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them, to complete this Contract. Contractor certifies that it is able to render prompt and satisfactory service in the volume called for under this Contract.

County may make such investigation, as it deems necessary to determine the ability of the Contractor to perform the work. The Contractor shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Contractor proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if at any time throughout the term of this Contract the evidence submitted by, or investigation of, the Contractor fails to meet all requirements as stipulated or satisfy the County that the Contractor is properly qualified to carry out the obligations of the Contract and to complete the work agreed on therein.

28. RESPONSIBILITY

The Contractor certifies that it has fully acquainted itself with conditions relating to Service Area #2 and the scope, specifications, and restrictions attending the execution of the work under the conditions of this Contract. The failure or omission of the Contractor to acquaint itself with existing conditions shall in no way relieve the Contractor of any obligation with respect to the offer and any subsequent Contract.

A. General Standards

The Contractor has represented that it can provide the following minimum general criteria to indicate "Responsibility":

- Contractor must demonstrate an understanding of the scope and specifications of the services; County's needs and approach to the services;

- Contractor must possess and demonstrate character, integrity, reputation, judgment, experience, efficiency, ability, capacity, capability, skills, personnel, equipment, financial and logistical resources while providing the required services;
- Contractor must produce the required services in a timely manner;
- The Contractor proposes to perform the work at a fair and reasonable cost;

B. Mandatory Minimum Responsibility Requirements:

The Contractor must:

- 1) Have necessary administrative, logistical, financial, production, personnel, construction, technical equipment and facilities to perform the Contract;
- 2) Comply with the required proposed delivery and performance schedule, taking into consideration all existing commercial and governmental business commitments;
- 3) Have satisfactory performance record;
- 4) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality control and assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).

C. Contractors Responsibility

Contractor must ensure the following:

- 1) *Resources.* The Contractor agrees that it will have sufficient resources to perform the Contract. The County may require acceptable evidence of the prospective contractor's ability to obtain and maintain required resources.
- 2) *Satisfactory performance.* Failure to meet the requirements of the Contract is a material breach and the Contract may be terminated.
- 3) Contractor will have throughout the term of the Contract, personnel with the level of expertise, management, technical capability, skills, knowledge, and abilities in collecting and transporting residential solid waste in Service Area #2.
- 4) The Contractor must maintain throughout the term of the Contract legal qualifications to conduct business in South Carolina and the County. (i.e., license, certifications and credentials.)
- 5) The Contractor will maintain financial resources to perform the requirements of the Contract throughout the term of the contract.

29. SECURITY - COUNTY'S RULES:

In consideration of the security responsibility of the County, the CO or designee reserves the right to observe Contractor's operations and inspect collections in Service Area #2 and related areas.

Upon written request Contractor will provide the names of employees and criminal background record checks to the County. Criminal background record checks may be conducted by the County in addition to the checks of the Contractor.

The County requires Contractor's employees, Contractors, and sub-Contractors to wear clothing with the company's identification and name of the employee, at the Contractor's sole expense.

Contractor's employees must have a valid photo identification card issued by the state and require it to be on their person at all times while on the job. Employees not previously screened will not be allowed to work.

Failure to comply with the requirements of this section will result in a fifty dollar (\$50) fine per employee per day once a written warning has been issued and opportunity to comply has been provided.

30. SEVERABILITY:

If any term or provision of this Contract shall be found to be illegal or unenforceable, notwithstanding any such legality or enforceability, the remainder of said Contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

31. SOUTH CAROLINA/RICHLAND COUNTY LAW CLAUSE:

The Contractor must comply with the laws of South Carolina, and the ordinances of Richland County, and agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, specifically the South Carolina Court of Common Pleas Fifth Judicial Circuit in Richland County, as to all matters and disputes arising or to arise under the Contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State or County.

32. STATEMENT OF COMPLIANCES AND ASSURANCES

Contractor shall certify in writing, that it complies with all applicable federal and state laws/regulations and County ordinances.

- A. Contractor(s) shall provide with each bid, a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this contract.
- B. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Contractors and be part of each Contract.

33. 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 perform the required work. Contractor shall not enter into any cost reimbursable contracts with any proposed subcontractor without County's prior written authorization.

Contractor agrees it shall be responsible for the acts and omissions 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 Contract, the County's authorization of Contractor's agreement with subcontractors, County's inspection of subcontractor's facilities, equipment or work, nor any other action taken by the County in relation to subcontractors shall 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 section and shall exhibit a copy thereof to the County before commencement of any work by subcontractor. Contractor's violation of this provision shall be grounds for the County's termination of this Contract 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.

34. TAXPAYER IDENTIFICATION

A. Definitions

"Common parent" as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the Contractor is a member.

"Taxpayer Identification Number (TIN)" as used in this provision means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

B. All contractors must submit the information required in paragraphs 34.D, 34.E and 34.F of this Section to comply with debt collection requirements, reporting requirements of, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements of the State of South Carolina, failure or refusal by the Contractor to furnish the information may result in a thirty-one (31) percent reduction of payments otherwise due under the contract.

C. The TIN may be used by the County to collect and report on any delinquent amounts arising out of the Contractor's relationship with the County. If the resulting contract is subject to the payment reporting requirements of the IRS, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

D. Taxpayer Identification Number (TIN).

- TIN _____
- TIN has been applied for.
- TIN is not required because:
 - Contractor is an agency or instrumentality of a foreign government;
 - Contractor is an agency or instrumentality of the Federal Government.

E. Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Other _____

F. Common parent.

- Contractor is not owned or controlled by a common parent as defined in paragraph (1) of this provision.
- Name and TIN of common parent:

- o Name _____
- o TIN _____

35. TERMINATION:

The County shall have the right to terminate this Contract at will without cause in whole or in part for its convenience at any time during the course of performance by giving thirty (30) calendar days written or telegraphic notice. Upon receipt of any termination notice, Contractor shall immediately discontinue services on that date.

If the Contractor defaults, the County may send notice to cure, such notice shall provide that unless the default condition is cured within fifteen (15) calendar days after receipt of the cure notice, the County may terminate the Contract for default.

Contractor shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in the termination notice, not previously reimbursed by the County to the extent such costs are actual, reasonable, and verifiable costs and have been incurred by the County prior to termination. In no event shall such costs include unabsorbed overhead or anticipatory profit.

36. SALE OF BUSINESS

The Contractor shall provide written notice to the County Administrator at least forty-five (45) days prior to the potential sale of Waste Industries LLC during the term on this contract. Failure to provide such written notice may result in a fine of Twenty-Five Thousand Dollars (\$25,000) which may be deducted from the payments due the Contractor for services rendered.

37. CONTRACT DOCUMENTS

The Contract documents, which comprise the entire Contract, consist of the following:

- A. This Contract
- B. EXHIBIT "A" - SCOPE OF SERVICES AND REQUIREMENTS, SERVICE AREA #2

This Contract, including any attachments, exhibits, specifications, scope of work, negotiated results and amendments hereto, represents the entire understanding and constitutes the entire Contract between County and Contractor. It supersedes prior contemporaneous communications, representations, or contracts, whether oral or written, with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed.

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. NO MODIFICATIONS SHALL BE EFFECTIVE UNLESS IN WRITING SIGN BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized and empowered officers or agents as of the date set forth above. This Contract shall become effective April 1, 2018 and expires on December 31, 2022

Waste Industries LLC

Print/Type Name of Agent:

Title of Agent:

Authorized Agent Signature:

Date:

Print/Type Name of Attestor:

Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

RICHLAND COUNTY, SOUTH CAROLINA

Print/Type Name of Agent:

Title of Agent:

Authorized Agent Signature:

Date:

Print/Type Name of Attestor:

Signature of Attestor:

Date:

SEAL

(Must be notarized by a Notary Public)

EXHIBIT "A"

SCOPE OF SERVICES AND REQUIREMENTS – SERVICE AREA #2

1. REQUIREMENTS AND STANDARDS

The County grants to Contractor the exclusive right and obligation to provide residential and approved small business curbside collection service within the area defined as Service Area #2 to include transportation to the designated disposal facility. The Contractor shall not be responsible for disposal costs associated with this Contract.

Contractor shall collect listed solid waste from residential dwelling units, to include duplexes, triplexes, and quadraplexes, and any groups of houses or mobile homes located on a single lot or contiguous lots owned by one person, which has less than six (6) dwelling units. Housing complexes and mobile home courts having six (6) or more dwelling units, apartments, hotels, motels, and rooming houses are commercial establishments and are not eligible for curbside collection under this Contract. Condominiums and townhouses may be considered either residential or commercial for solid waste collection depending upon the decision of management of the housing complex and the County.

Except as provided otherwise herein, commercial establishments are responsible for storage, collection, and disposal of solid waste generated by their activities. These businesses may negotiate with any company providing such services but shall not be collected with the waste collected under this Contract. Small business whose solid waste disposal requirements can be handled by no more than two (2) county issued garbage roll carts per week may be considered for residential type solid waste curbside collection service by the County pursuant to County ordinance and if approved by the County shall be collected under the terms of this Contract by the Contractor.

2. SERVICES

Curbside collection shall be from the edge of the nearest public road to the resident or approved small business receiving the service. Where a Formal Waiver of Liability with Indemnification and Hold Harmless agreement is established, collection may be required on a private road. Residences on corner lots may receive the service from the front or sidestreet but not both. Said collections shall begin and end consistent with the governing ordinance (currently 7:00 AM to 7:30 PM) on collection days with No Service on Saturdays or Sundays, except in time of an emergency as determined by the County, following certain holidays or special circumstances as shall be determined by the COR. The express written permission of the COR shall be obtained for any service provided outside the normal service hours. Special consideration will be given for yard waste collection from November 1st to December 31st and from March 15th to May 15th. Requested extensions for yard waste collections otherwise shall be granted at the sole discretion of the COR.

A. Contractor shall provide the following curbside service to each eligible dwelling unit and any approved small business consistent with the following provisions:

- 1) Household type Garbage/Trash shall be collected once each week using roll carts designated by the COR.
- 2) Recyclables shall be collected every other week using roll carts designated by the COR.
- 3) Yard waste shall be collected once each week in unlimited quantities either bagged, containerized or loose.
- 4) Bulk items and yard waste will be collected by same truck, at the same time and delivered

- comingled to the County approved disposal site. Bulk items and yard waste shall be collected on the yard waste collection day, every other week opposite the regular recycling week.
- 5) Regular collection services shall be on Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 6) Neither household garbage/trash nor commercial garbage/trash may be mixed with yard waste or recyclables and must be picked up separately; Yard waste may not be mixed with recyclables. Yard waste shall not be collected from the county-issued garbage roll carts or the county-issued recycle roll carts unless authorized in writing by the COR.
 - 7) Excess garbage/trash beyond that which can be placed in the roll cart shall be collected when placed in plastic bags or other County-approved containers adjacent to the roll carts on collection days. Should the frequency of excess garbage/trash being placed outside the roll cart become more than an occasional occurrence for a resident, the Contractor may, with supporting documentation, request additional compensation from the COR. The COR will determine the proper remedy which may be to require the one generating the garbage/trash to cease the practice or require the generator to pay for additional roll cart service whereby the Contractor can be paid for the additional roll cart service.
- B. Yard Waste shall be collected by the Contractor pursuant to the following provisions: For purposes of this Contract yard waste is defined as grass clippings, loose leaves, pine straw, small clippings, limbs, sticks and brush generated from routine yard maintenance. Brush is bulky trimming and pruning waste generated from routine tree and shrubbery maintenance.
- 1) Yard waste shall be collected in unlimited quantities once each week when bagged, containerized or loose. Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine yard maintenance shall be collected in unlimited quantities when placed at curbside.
 - 2) Collection services shall be on a Monday through Friday except as approved otherwise by the COR typically during an emergency or following a holiday;
 - 3) Small quantities of construction and demolition debris generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs. or less or 3 thirty-nine gallon heavy duty bags) placed with the yard waste shall be collected with the yard waste;
 - 4) Yard waste may not be mixed with household garbage/trash, small business garbage/trash or recyclables and must be picked up separately. Yard waste shall be collected in unlimited quantities provided the items are placed in stacks or piles at the curb. Effort should be made to remove as much residual yard waste as practical which includes raking.
- C. Recyclables shall be collected pursuant to the following conditions:
- 1) Recyclables will be collected once every two weeks on a schedule approved by the COR;
 - 2) Recyclables, yard waste/bulk items and household garbage/trash shall not be comingled and shall be picked up separately;
 - 3) Recyclables shall be collected using roll carts designated by the COR.
- D. Bulk items shall be collected once every two weeks on a schedule approved by the COR for residents and approved small businesses and shall be performed as follows:
- 1) No more than four (4) bulk items shall be collected each collection day from a location eligible for curbside service.
 - 2) Bulk items placed adjacent to the curb no later than 7am on the bulk item collection day shall be collected.
 - 3) Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;

- 4) Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
- 5) All residential bulk items shall be transported to the County designated disposal or recycling facility at no charge to the Contractor.

E. Other

- 1) Due to terrain contours, drainage ditches and other permanent features, the distance between the roll cart parking area and the edge of the roadway may vary. However, the Contractor shall ensure that roll carts are not left on roadways, in driveways or in a position that would restrict access to mailboxes. In case of a dispute between the Contractor and a customer about the location for placement of the roll cart, the COR shall render a decision, which shall be final.
- 2) The Contractor shall not be required to collect the following types of solid waste under the terms of this Contract:
 - a) Industrial and commercial waste, except as provided herein for approved small businesses;
 - b) Regulated hazardous materials;
 - c) Construction and demolition materials except, small and incidental materials generated in the normal upkeep of a household by the occupant and small quantities of remodeling debris (40 lbs or three 39-gallon bags) placed with the yard waste.
 - d) Dirt, rocks, bricks, concrete blocks, etc.;
 - e) Limbs, tree trunks and stumps from a tree removal. Incidental debris from a tree removal shall be collected.
 - f) Waste from tree pruning where the pruned limbs exceed four (4) feet in length and/or four (4) inches in diameter when placed at curbside for removal.
 - g) Dead animals,
 - h) Tires, batteries, metal items, electronics waste such as computers, computer monitors, printers, and televisions, vehicle parts, used oil, oil filters, oil-based paint, and any other product considered to be petroleum, oil or lubricant related and other items as determined by the COR.
- 3) The Contractor shall request, in writing, permission to make any changes to a curbside collection schedule for garbage/trash, recyclables or yard waste at least four (4) weeks in advance of the proposed implementation date. The Contractor shall provide at least two (2) written notices of any COR approved change to a curbside collection schedule (at Contractor's expense) to each affected resident or approved small business no later than fourteen (14) business days prior to any change(s). The contractor must have received written authorization from the COR prior to giving written notice of a schedule change to the resident or approved small business. The COR is not obligated to grant such requests if deemed not to be in the best interests of the county.

Schedules shall be adhered to throughout the year, except for the following designated holidays

| | |
|-----------|------------------|
| January | New Year's Day |
| May | Memorial Day |
| July | Independence Day |
| September | Labor Day |
| November | Thanksgiving Day |
| December | Christmas Day |

During a holiday week, collections scheduled on the holiday and on days following the holiday will be shifted forward one day.

- 4) Contractor shall not charge fees or seek payment from residential customers or approved small businesses for any services provided through this Contract and further agrees not to sell roll cart collection service to anyone within the unincorporated county while providing services for the County under this contract. A Contractor found to have violated this provision shall be subject to a \$5,000 fine and/or potential termination of this contract.
- 5) When the County incorporates radio frequency identification (RFID) technology into the County's roll carts, the County will equip each collection vehicle approved for exclusive use under this Contract with the necessary hardware to administer the program and the cost for such will be paid by the County. The Contractor hereby agrees to maintain all such equipment at full operational status whether repairs or replacement is required through the term of this Contract and any renegotiated contract in the future. The Contractor hereby agrees to pay a portion of the monthly operational fee based on the number of units assigned to the Contractor. The Contractor shall take all commercially reasonable measures to ensure the equipment remains fully operational at all times. Failure to maintain the equipment at fully operational status may subject the Contractor to a \$1,000 fine per week following one (1) written warning and shall be considered a breach of contract. The Contractor shall enter daily routing into the RFID software as directed by the COR. The hauler hereby agrees to utilize the software and hardware to the extent necessary to meet the county's needs and to equally share the monthly service charges with the County including mobile data uploading. The Contractor's portion of the service charge is \$52.75/truck/month. This covers the Contractor's portion of the Fleetlink Municipal Software Monthly License Fee including support and maintenance plus Fleetlink Software Hosting. Any supplemental hardware or software requested by the Contractor to manage the Contractor's operation shall be secured from the county's RFID vendor and at the Contractor's expense. Such supplemental equipment and software shall remain the property of the Contractor. All hardware and software purchased by the county shall remain the property of the county during the contract period and shall be removed and returned in good working condition to the county within ten (10) business days of the end of the Contract or any extensions to the Contract. The replacement costs of any returned equipment found to be damaged beyond normal wear and tear may be withheld from the final Contractor payment for curbside services performed.
- 6) The County will provide service tags to the Contractor for the purpose of tagging any piles, containers or items which were not picked up for non-compliance consistent with the provisions of the Contract. The service tags must be fully completed by the Contractor, attached to the pile, container or item describing the reason for non-compliance and a carbon copy delivered to the COR on a schedule determined by the COR.

3. PAYMENTS

Payments to Contractor shall be determined in the following manner:

- A. By multiplying the number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #2 by the Unit Collection Rate per household garbage roll cart or small business garbage roll cart as established below;
- B. The number of eligible household garbage roll carts and approved small business garbage roll carts in Service Area #2 shall be adjusted monthly by the COR to account for additions and deletions of

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INITIALS: COUNTY _____ <WI> _____

eligible households and small businesses, i.e., new homes, new mobile home sites, annexations, homes removed from service, etc.;

- C. Temporarily vacant dwelling units will not be deducted from the number of eligible household garbage roll carts. Payments to the Contractor each month shall be based on the revised number of eligible household garbage roll carts and approved small business garbage roll carts determined at the beginning of that month;
- D. The County will deduct performance fines and repairs and replacements costs for damages to roll carts from pay when determined by the County to be the fault of the Contractor;
- E. Payment will not be made for collection, transportation and disposal services other than County approved services;
- F. The County will deduct the Contractor's portion of the monthly operational costs for the Route Management System;
- G. The County will not pay for collection, transportation or disposal of garbage/trash, yard waste, bulk items or recyclables that is determined by the County not to be from eligible households or approved small businesses;
- H. Payment will typically be made to the Contractor by the 15th of the month following the latest billing cycle.

County agrees to pay Contractor the below fees for collection and transportation of household and approved small business garbage/trash, residential yard waste, bulk items and residential recyclables for Service Area #2:

The Unit Collection Rate below shall cover garbage/trash, recycling, bulk items and yard waste collection services.

| | |
|--|--|
| Service Area #2 | |
| Unit Collection Rate – Monthly hauler charge per garbage roll cart to provide curbside service for garbage, recyclables, yard waste and bulk item collections. | \$ 19.97 curbside service \$ 35.65 backyard service |
| Backyard Service Rate – Calculated rate to be paid to the hauler to provide backyard service for garbage and recyclables along with curbside service for yard waste and bulk items. | 1.8 times the Unit Collection Rate |
| Annual Consumer Price Index (CPI) Adjustment | Percentage Adjustment to the Unit Collection Rate effective January 1 of each calendar year will be based on the increase in the Bureau of Labor Statistics published CPI-U All Items, December to December Unadjusted Index. |
| Fuel Base Rate* is \$3.80 per gallon Monthly Fuel Adjustment | Diesel fuel pricing for the Monthly Fuel Adjustment Schedule shall be the price published at the US Energy Information Administration website (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm) for the billing month. |
| Monthly Fuel Adjustment Schedule | |

Collection and transportation will be in accordance with the minimum requirements described herein:

For each ten (10) cent per gallon increase in diesel fuel price when over the Base Fuel Rate, the Monthly Fuel Adjustment will be to increase the Unit Collection Rate by 1.0% accordingly up to \$5.25 per gallon. When there is decrease in diesel fuel prices within the range above, the Monthly Fuel Adjustment shall be calculated (decreased) in an equivalent manner to what the increase in Monthly Fuel Adjustment was calculated.

Should the price of diesel fuel exceed \$5.25 per gallon, the Monthly Fuel Adjustment will be renegotiated at that time.

| | |
|---|--|
| Curbside Collection of garbage/trash | Collection shall be once per week from a county roll cart typically 96 gallons or less. Garbage/trash shall be transported to the county designated disposal facility. |
| Excess MSW beyond that which can be placed in the garbage/trash roll cart shall be collected if packed in plastic bags or other county approved container and placed alongside the roll cart on the scheduled collection day. Residents that consistently place excess MSW alongside the roll cart shall be required to obtain an additional roll cart. | |
| Recyclables Collection Schedule | Collection shall be once every other week. Recyclables shall be transported to the county designated recycling facility. |
| Recyclables Container | Typically 96 gallon roll cart or other county provided container |
| Yard Waste Schedule | Collection and transport shall be once per week |
| Yard Waste Containment & Quantities | Collection shall be in unlimited quantities when bagged, containerized or loose. Debris shall be raked as needed to remove small debris. |
| Bulk Items Collection | Collection shall be once every other week. Bulk items shall be transported to the county designated landfill or recycling drop-off center. |

4. CONTRACTOR'S ADMINISTRATIVE RESPONSIBILITIES

The Contractor is required to have a Richland County Business License within ten (10) calendar days of receipt of the Notice to Proceed.

The Contractor shall maintain a telephone or answering service, which is operational during normal working hours, 7:00 AM to 7:30 PM, five (5) days a week. Calls from the COR or COR's representative shall be responded to within 4 hours of receipt of the call. Valid complaints shall be resolved within 24 hours (one business day) following notification by the COR.

The Contractor shall be fully responsible for the work and conduct of their employees and subcontractors and shall display the name of each Contractor/subcontractor employee and Waste Industries so that customers are fully informed about their authorized solid waste Contractor. Identification of the Contractor shall be displayed on all employees, subcontractors, and collection vehicles, to include, correspondence, statements, bills, and receipts that are used in the normal conduct of business. The Contractor shall record and maintain an independent file for each complaint received. The file shall contain identification of complainant, address, nature of the complaint, and action taken. Upon receipt of a complaint, the Contractor shall immediately provide notification to COR

and if such complaint is found to be justified, the Contractor shall report back within twenty-four (24) hours of the corrective action taken.

The Contractor shall not employ anyone under the age of eighteen (18) for operation of solid waste collection vehicles or use' in the collection of solid waste under this Contract. .

All personnel employed by the Contractor or any representative of the Contractor who will be operating motor vehicles in performance of this Contract must have a valid South Carolina driver's license including a commercial drivers' license (CDL) and must have a previous and current safe driving record.

The Contractor shall comply with Local, State and Federal Regulations, Acts and Policies to include: Safety, Health and Environmental Protection, Clean Air and Water Act, Hazardous Material Identification and Material Safety Data, Permits and Responsibilities, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements; Accident Prevention, Hazard Warning Labels; OSHA General Industry, Construction, Safety and Health Standards; Wetlands Regulations; Primary and Secondary Ambient Air Quality Standards; Emission Standards for Hazardous Air Pollutants; Regulation on Fuels and Fuel Additives; Noise Control Laws; Fire Prevention, Traffic Regulations; Motor Vehicle Regulations, and Transportation of Concealed Weapons Laws.

Contractor shall comply with the Department of Health and Environmental Control Regulation 61-107.5, SWM: Collection, Temporary Storage and Transportation of Municipal Solid Waste. The Contractor shall comply with the Richland County Code of Ordinances, Chapter 12, regarding solid waste management.

The Contractor shall submit to the COR a list of all employees who will be performing under this contract, including any subcontractors employees, no less than fourteen (14) business days prior to commencement of this Contract. The list shall be updated within three (3) days after personnel changes are made during the Contract period. Employees shall be identified by their full name, driver's license number, collection vehicle number(s) and Service Area(s) and routes normally assigned. Employees must have a current, valid, acceptable and verifiable means of picture identification.

The Contractor shall furnish all equipment, labor, supervision, quality control, materials, and administration and shall accomplish all tasks required to provide curbside collection for Service Area #2 in compliance with the specifications and scope of service of this Contract and all applicable laws, regulations, codes, policies and other publications cited herein.

While engaged under this Contract, the Contractor shall not solicit funds or support for any activity or event unless authorized in writing by the COR.

5. CONTRACTOR

A. CONTRACT MANAGER OR ALTERNATE

The Contractor shall provide a Contract Manager who shall be responsible for the day to day performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Contract Manager is absent shall be submitted no later than ten (10) calendar days prior to commencing the contract. The Contractor's representative(s) shall be empowered with sufficient authority to enable the representative to meet conditions which arise in the day-to-day operations without delay and make on the spot decisions.

The Contract Manager or alternate shall be available within one (1) hour of notification, Monday through Friday, except for Legal holidays.

The Contract Manager or alternate shall respond to requests to meet within twenty-four (24) hours during off duty hours.

B. OTHER PERSONNEL

The Contractor shall furnish supervisory, administrative, and direct labor personnel to accomplish all tasks required by this Contract. The Contractor shall not employ any person who is an employee of Richland County Government, if the employment of that person would reasonably create the appearance of a conflict of interest for the Contractor, the County or its employees.

C. DRESS

The Contractor shall ensure that its employees maintain the company identification, name and employee name on a company uniform in a manner that it's identifiable and in a bright and light color.

D. QUALITY CONTROL

Contractor shall provide quality control measures adequate to ensure personnel and equipment safety; production control to maintain scheduled work; data requirements and other tasks are accomplished in compliance with the specifications, publications, regulations and codes required by the contract.

A Quality Control Plan shall be submitted to the County thirty (30) calendar days prior to commencing the contract. The Quality Control Plan is subject to approval by the County. Any changes to a previously approved Quality Control Plan must be submitted to the COR and re-approved prior to its implementation.

The Plan shall include quality control methods to ensure that the quality of performance is maintained at an acceptable level involving a comprehensive breakdown of the types and frequencies of performance evaluations to be conducted to include number of collection vehicles used per dwelling unit, methods for managing yard waste in peak season, back up plans for workforce shortages, backup plans for shortages of collection vehicles, collection vehicle maintenance inspections, methods for correcting deficiencies, and methods for precluding recurrence of substandard work when discovered internally and/or as documented by the COR relative to per capita valid complaints and per capita fines.

E. RECORDS

The Contractor shall maintain records of all Quality Control inspections conducted and the actions taken as a result of such inspections. These records shall be made available to the COR for review, upon request.

F. SAFETY REQUIREMENTS

The Contractor shall maintain a safe and healthy work place and shall comply with all pertinent provisions of general safety requirements of State and Federal agencies, together with related additions, modifications or new editions in effect or issued during the course of this Contract.

Contractor must have a Safety Manual available for review at all times throughout the Contract period and must provide an electronic copy of the current and up-to-date Safety Manual to the

County Safety Officer on request.

The Contractor shall maintain an accurate record of and shall report to the COR and all proper authority, by telephone and in writing immediately of occurrence, all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidents related to work performed under this contract.

G. VEHICLE IDENTIFICATION

Vehicles used in performance of this Contract shall have the name of the Contractor and vehicles shall be maintained in satisfactory mechanical condition and shall present a clean and safe appearance.

H. VEHICLE REGISTRATION

The Contractor shall ensure that all vehicles to be used in the performance of this Contract meet the license and inspection laws of the State of South Carolina.

I. GASOLINE AND OIL SPILL CONTROL

The Contractor shall immediately report gasoline and oil spills of any size to the COR and the required authorities. The Contractor shall immediately clean up oil and fuel spillage caused by the Contractor while performing services under this Contract. If spill occurs on a concrete or asphalt surface, the Contractor shall use an absorbent material on the spill, clean up the area, and dispose of the material in accordance with the law. If the spill occurs on a natural ground, the Contractor shall remove (or have removed) the contaminated soil and replace it with clean and uncontaminated soil. All contaminated soil and absorbents shall be disposed in accordance with applicable law.

J. CONTINGENCY PLAN

The Contractor may be subject to the provisions of the SC Contingency Plan for Spills and Releases of Oil & Hazardous Substances if fuel is stored on site. The Contractor shall furnish a site specific Contingency Plan to the COR with the proposal if applicable. This plan shall outline the Contractor's efforts to prevent and control spills and outline response procedures should a spill occur during the Contract period.

Prior to initiation of this Contract, the Contractor shall develop and deliver to the County a Spill Notification and Cleanup Plan to address small fuel spills originating from vehicular accidents or other causes that occur during the execution of the services associated with this Contract. The Plan shall address proper reporting of the spill to SCDHEC Emergency Response at 1-888-481-0125, cleanup procedures and disposal procedures. These cleanup and disposal procedures must be consistent with SCDHEC requirements.

Contractor shall furnish and maintain all vehicles in a workable condition and available for use in performing under this Contract. Contractor's vehicles (Including power-driven carts) shall not be operated on private roads unless authorized by the County in writing. The Contractor shall not leave collection trucks unattended during scheduled work hours. At least one authorized, certified and licensed person shall attend the vehicle controls while vehicle is in service.

Contractor shall furnish and maintain all equipment in a safe, workable condition and available for use in performing under this contract. Any equipment, which is unsafe or incapable of satisfactorily performing work, as described in this Contract shall not be used. All vehicles used in collection and

transportation shall be kept in a sanitary condition and shall be so constructed as to prevent spillage or release of the contents in any manner. The body of the vehicle shall be wholly enclosed. No washing, maintenance, or repairs of vehicles or equipment will be allowed on residential areas under this Contract except emergency repairs necessary to allow removal of equipment. Equipment shall not be left unattended or left overnight in the residential areas.

The Contractor shall provide communication equipment as necessary to perform the services of this Contract. This includes two-way radios or other paging systems for communication with employees, and live telephone answering service. Recording devices are prohibited. Vehicle mounted radio equipment shall conform to all applicable Federal regulations and standards.

K. DISASTER SUPPORT PLAN

The Contractor must provide a Disaster Support Plan for providing collection and transportation services in the event of a natural disaster and/or periods of emergency declared by the County and the State of South Carolina. The Contractor must provide in the Plan how it will assist the County in providing the collection and transportation services.

6. SCOPE AND REQUIREMENTS

Except for the physically handicapped or other County approved circumstance, roll carts should be placed at curbside no later than 7:00 AM on day of collection. Residents should remove carts from curbside on the same day by 7:30 PM. The Contractor shall perform curbside collection no earlier than 7:00 A.M. and not later than 7:30 P.M. on the day of collection without prior authorization by the COR. Requests for authorization should be made no later than 4:30 P.M. on the day of collection. Authorization shall be at the discretion of the COR.

Residents living on a private road more than 300 feet off public roads may request the Contractor to drive up the private road to provide collection to each resident owning any portion of the road provided the owner(s) of the road sign(s) a Formal Waiver of Liability with Indemnification and Hold Harmless terms and conditions agreeing to indemnify and hold harmless, Richland County, its employees, and/or any third party solid waste Contractors engaged by the County, from any cost, or claims for any damages to the road, alleys or driveway (save and excepting any damage caused by the willful acts or gross negligence of the County, its employees, and/or any third party solid waste Contractors).

Residents in subdivisions where a majority of the homeowners opt to have backyard solid waste collection service may receive such service by the payment of an additional fee, the amount of which is set in the bid schedule. In these subdivisions, the Contractor shall collect and remove household garbage/trash from the backyard of the residence one time each week and the recycling roll carts will be picked up from the backyard one time every two weeks. Such collection shall be performed by transporting each roll cart to the collection truck and returning to the location it was found. However, the Contractor will only collect yard waste and bulk items at curbside as described earlier in this Contract.

Special services shall be provided to any household in which there is no one living who is capable of rolling the garbage/trash and recycling roll carts to and from the curb and such service shall be provided at the Unit Collection Rate. Recycling carts will be removed from the backyard of these residences once every two weeks. The COR shall make the determination if this special service is justified and the COR shall notify the Contractor in writing of those addresses for which special service has been approved. At those addresses, backyard collection of household waste shall be provided on a once a week basis with the collection made on the regular day of collection as designated.

Placement of household waste, recyclables and yard waste at the curbside is the responsibility of the customer except as provided otherwise herein.

The County will repair carts damaged through negligence of the Contractor, with costs deducted from monthly payments due the Contractor consistent with Section 6.F below. Carts that are worn through normal use as a result of being emptied will be repaired or replaced at County expense.

The Contractor is responsible for picking up, sweeping, raking and cleaning any debris and litter spilled during handling and emptying of household garbage roll carts, recycling roll carts, yard waste and bulk items.

Roll carts shall be returned to their original position from which they were removed, but shall not be left in roadways, in driveways or blocking access to a garage or mailbox.

The Contractor shall perform work in a neat and quiet manner and clean up all municipal solid waste, yard waste, or recyclables spilled in collection under any circumstances.

A. EQUIPMENT REQUIREMENTS

The vehicles utilized for the collection and transportation services shall have leak-proof bodies of easily cleanable construction. Vehicles shall be operated in a manner that contents do not spill or drip on to the streets or alleys or otherwise create a nuisance. Vehicles found to be leaking or spilling on public roads during the execution of this Contract will be considered to be in violation of Richland County Code of Ordinances, Chapter 12.

A list of vehicles to be used in the performance of this Contract shall be provided to the COR on demand.

The Contractor and COR shall schedule an inspection of the Contractor's vehicles twenty-one (21) calendar days prior to the effective start date of the Contract unless approved otherwise by the COR;

The Contractor and COR shall schedule inspections of the Contractor's vehicles annually or more often as deemed necessary by the COR during the term of the Contract;

Prior to the effective start date of the Contract all vehicles utilized by Contractor to perform collection and transport shall not, at the time of the inspection, be older than five (5) years and/or have more than 50,000 actual miles of use. The COR may provide written approval to the Contractor for the use of vehicles not meeting the five years criteria, if a County inspection determines that the vehicle(s) meets all safety and maintenance requirements;

A vehicle which fails the County's inspection and is determined by the COR to be unsafe and not meeting the maintenance requirements for the required service will not be allowed to provide any of the services of this Contract or any other County contract. Each time a vehicle is removed from service by the COR due to being deemed unsafe and not meeting the maintenance requirements, the Contractor may be subject to liquidated damages as set forth in Section 6.E.7 of this Exhibit A.

B. TRANSPORTATION OF SOLID WASTE:

The Contractor shall obtain a Solid Waste Management Permit at the Richland County Solid Waste & Recycling Department office for the annual fee of \$10.00 if delivering waste to the Richland County Class Two Landfill. A decal for each vehicle used for handling solid waste shall also be obtained at

cost of \$2.00 per decal. The permit and decals shall be issued only after the Contractor has demonstrated that the equipment to be used meets the minimum requirements for the proper collection and transportation of solid waste. Each vehicle used for hauling solid waste shall display a decal clearly to the scale house. The decal will be used to identify the truck for tracking purposes by the County.

Vehicles used in the collection and transportation of solid waste shall be kept in a sanitary condition and shall be controlled as to prevent leakage and release of solid waste in transit. The body of the vehicle shall be wholly enclosed or shall at all times, while in transit, be kept covered with an adequate cover provided with eyelets and rope for tying down, or other approved methods which will prevent littering and spillage.

The cleanup of any leakage of hydraulics, oil, juices, leachate or other fluids is the responsibility of the Contractor or Contractor's representative.

The Contractor shall equip each vehicle to be used to dump roll carts with manufactured dumping devices authorized by the COR. Improvised or homemade dumping devices shall not be permitted.

The dumping cycle for handling the roll carts shall be no faster than eight (8) seconds. Each time a vehicle is found to have dump cycle less than eight (8) seconds, the Contractor will be assessed a fine of one hundred (\$100) dollars which will be deducted for the monthly payment for curbside collection service.

The Contractor shall guarantee the condition and sufficiency of vehicles and other equipment available and that equipment breakdowns shall not cause deviation from the announced collection schedule.

County representatives may inspect collection vehicles at any reasonable time and the correction of deficiencies so noted shall be the responsibility of the Contractor.

C. DISPOSAL OF SOLID WASTE

It shall be unlawful for the Contractor to dump, or cause to be dumped, any solid waste, bulk items, recyclables and yard waste anywhere in the County except at approved locations designated by the County.

The Contractor shall not be charged a tipping fee for residential waste delivered to a county designated waste management facility provided the waste was collected and transported pursuant to this Contract.

D. REGULATION AND ASSURANCES:

The Contractor shall comply with all laws, ordinances, rules, and regulations of the state, county, and governing bodies having jurisdiction over the collection, transportation and disposal of solid waste.

E. PERFORMANCE

The performance of the Contractor vitally affects the health and welfare of the citizens of the County and the provisions of this Contract are to be strictly adhered to by the Contractor. The breach of any of the terms and conditions of the Contract on the part of the Contractor may be grounds for the termination. The county, upon such termination, may re-let the work to other parties or to undertake directly the performance of said work.

Failure to comply with the terms of the Contract by the Contractor because of major disaster, epidemic,

or other great emergency within the County through no fault of the Contactor shall not constitute a breach of contract.

Time limits and requirements are the essence of the contract; and should the Contractor fail to perform or complete the work required to be done at the time set forth, it is mutually understood and agreed that the public may suffer damages and that such damages, from the nature of the situations, will be extremely difficult to remediate. The amounts set forth hereinafter are the liquidated damages for such breach of contract. The County will assess such liquidated damages and deduct said amount from payments due the Contractor. The following multiple offense escalation fines shall be applicable to the term of each contract.

- 1) Fines for early collection start (typically prior to 7:00 AM) and unauthorized late collection (typically after 7:30 PM) on the scheduled day of collection:
 - first offense - \$250.00
 - second offense - \$500.00
 - third offense - \$1,000.00
 - fourth offense - Termination of Contract
- 2) Fines for misrepresenting to the COR that collections were completed per the schedule
 - First offense - \$250.00
 - Second offense - \$500.00
 - Third offense - \$1,000.00
 - Fourth offense - Termination of this Contract
- 3) Failure to maintain the collection schedule and failing to request a variance by 4:30 P.M. of the scheduled collection day from the COR shall be a fine of fifty (\$50) dollars per dwelling unit not collected on the scheduled day. Each day following the scheduled collection day that the dwelling has not been serviced shall be deemed a separate offense and subject to an additional \$50 fine.
- 4) Failure to report uncompleted route:
 - First offense - \$250.00
 - Second offence - \$500.00
 - Third offense - \$1,000.00This fine is in addition to E.3 above.
- 5) Failure to remedy within twenty-four (24) hours after notification of a complaint which is found to be justified by the COR will be fifty (\$50) dollars for each complaint for each day in which the complaint is not resolved.
- 6) Failure to immediately pick up, clean and or remove leaking or spilling solid waste and vehicle fluids leakage will be one hundred (\$100) dollars for each occurrence per day.
- 7) Failure to maintain a vehicle in accordance with the specifications after one (1) warning by the COR will be one hundred (\$100.00) dollars fine per truck per day. If a vehicle is banned from the county for failed maintenance and is brought back into the county without written authorization from the COR, the COR may fine the Contractor \$1,000 for each separate occurrence.
- 8) Mixing commercial, industrial or other local governments' recyclables, garbage/trash and yard waste with the County authorized household recyclables, garbage/trash and yard waste or mixing recyclables, garbage/trash and yard waste within the collection area shall result in the following fines:

- First offense - \$1,000.00
- Second offense - \$2,000.00
- Third offense – \$5,000.00
- Fourth offense - Termination of this Contract

- 9) The COR shall notify the Contractor in writing when it's determined that the assessment of liquidated damages is justified.
- 10) The County will deduct the amount of the liquidated damages from payment which is due to Contractor or which thereafter becomes due.
- 11) If the Contractor fails to provide the services specified herein for a period of five (5) consecutive working days or fails to operate in a satisfactory manner for a similar period, the County may at its option after written notice to the Contractor has been provided, contract the collection services for the area to a separate company and expenses incurred by the County, in so doing, will be deducted from compensation due to the Contractor hereunder.
- 12) If the Contractor is unable for any cause to resume performance at the end of fourteen (14) calendar days, all liability of the County under this Contract to the Contractor shall cease, and the County shall be free to negotiate with other Contractors for the operation of said collection services. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this Contract. In the event that another contract is so negotiated with a new contractor or other contractors, third part liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operation of collection service.

F. DAMAGED ROLL CARTS REPLACEMENT PRORATED SCHEDULE

Roll carts for which the COR has determined to have been damaged by the Contractor will have the following prorated replacement schedule:

- 1) For carts in service 3 years or less, the Contractor will pay 100% of the County's cost of replacing the cart.
- 2) For carts in service more than 3 year and up to 9 years, the Contractor will pay 50% of the County's cost of replacing the cart.
- 3) For carts in service more than 9 years, the Contractor will pay none of the County's cost of replacing the cart.

G. CONTRACTOR'S QUALIFICATIONS

Contractor is and will continue being an "Equal Opportunity Employer"; must maintain a good reputation in public relations concerning its services and a good history of compliance with applicable laws, ordinances and governmental regulations dealing with environmental issues. The County reserves the right to make a final determination of a Contractor's ability to provide in a dependable and quality fashion the services required by the Contract.

The County further reserves the right to negotiate changes in the Contract where the County finds that it is in the best interest of the citizens of the County to do so and the said changes are mutually agreed to by the County and the Contractor. The Contract shall be subject to modification after the award thereof upon mutual agreement of the County and the successful Contractor where:

- 1) Where changes in the Contract or the method of collecting, handling or disposal of solid waste are required by an applicable law, ordinance or governmental regulation;

- 2) Where it can be demonstrated that such changes will significantly reduce the costs to the County or quality of services afforded under the Contract;
- 3) Where significant improvements in technology warrant such changes;
- 4) Where there are significant changes in the availability, capacity or location of an approved disposal facility to be used under the provisions of the Contract; or
- 5) If the County deems such changes necessary to properly promote the health, safety and welfare of those benefiting from or affected by services rendered under the Contract;
- 6) The level of, nature of or need for services contemplated by the Contract has materially changed.

EXHIBIT 1

Financial Comparison Data (CPI Factor)

| Area #2 Unit Rate Comp | Current Contract Projected Rates Fixed CPI 3.5% | WI Proposed Contract – CPI est. 1.9% | Current Contract Value (3.5%) | New Contract Value (CPI) | Net | Households (No Growth Assumed)* |
|------------------------|---|--------------------------------------|-------------------------------|--------------------------|-----------|---------------------------------|
| 2018 | \$19.97 | | \$2,263,160 | | | 9444 |
| 2019 | \$20.67 | \$20.35 | \$2,342,490 | \$2,306,225 | \$36,265 | 9444 |
| 2020 | \$21.39 | \$20.74 | \$2,424,086 | \$2,350,423 | \$73,663 | 9444 |
| 2021 | \$22.14 | \$21.13 | \$2,509,082 | \$2,394,621 | \$114,461 | 9444 |
| 2022 | \$22.91 | \$21.53 | \$2,596,344 | \$2,439,952 | \$156,392 | 9444 |
| 2023 | \$23.71 | \$21.94 | \$2,687,007 | \$2,486,416 | \$200,591 | 9444 |
| | | | | 5-Year Net | \$581,372 | |

*Does not include 436 homes on backyard service



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Briefing Document

Agenda Item

Lease of the C.R. Neal Dream Center

Background

Jushi is in the process of constructing their new facility in the Pineview Industrial Park, with completion estimated in the first quarter of 2019. Hiring and training of Jushi's new staff, however, has begun and, as a result of their hiring schedule, an alternate training location is required.

Jushi and the state's training arm – ReadySC – considered various locations including Midlands Technical College's Beltline and Airport campuses, however, these locations were deemed unsuitable because of distance to the facility, schedule conflicts and parking constraints.

Jushi has identified a preferred training location at the "Dream Center," a former school on Atlas Road that is currently owned by Bible Way Church (Midlands Community Development Corporation). Jushi plans to utilize this facility for its own needs, however, ReadySC expects Richland County to pay the rent for the approximate 8 months that they will be conducting training for Jushi.

Issues

N/A

Fiscal Impact

The cost for Richland County is approximately \$16,000 (\$2,000 per month). Jushi would pay another \$2,000 to rent the facility for their own uses. When Jushi completes its project and begins paying property taxes, the ED fund will be reimbursed out of the revenue stream.

Past Legislative Actions

N/A

Alternatives

There are no other suitable locations close to the Jushi site available for training.

Staff Recommendation

Staff requests approval to sign an eight month lease and expend funds from the ED capital reserves to pay for training space for Jushi.

Midlands Community Development Corporation Lease Agreement

This lease is made between Midlands Community Development Corporation (“Lessor”), and Richland County, South Carolina (“Lessee”). Lessee hereby leases the facility known as the C. R. Neal Dream Center (“Dream Center”), 2430 Atlas Road, located in Richland County, Columbia, South Carolina, 29209, upon the following terms and conditions:

Whereas Lessor is the operator of the Dream Center and is desirous of renting space therein for a term of eight months: and

Whereas Lessee wishes to utilize ReadySC to provide training services in the Dream Center on the terms and conditions herein outlined;

Now, therefore, the parties agree to the rental of identified space in the Dream Center pursuant to the terms and conditions outlined below:

TERMS and CONDITIONS:

1. **Term and Rent:** Lessor demises the above premises for a term of eight months, commencing June 4, 2018 and terminating on January 31, 2019 or sooner as provided herein at the monthly rental of \$2,000.00, payable in equal monthly installments during the term of this lease. All rental payments should be made to Lessor, at the address specified above.

Rent is payable in advance and due on the first day of the month for each rental period. A late charge of \$20.00 per day will be charged for every day the rental is unpaid after the 15th day of the month. After the 15th day of each month, if rent is still unpaid the lessor will notify the lessee of the intent to begin eviction proceedings as outlined in S.C. Code Ann. S27-40-770 (1976). Additionally, a \$25.00 returned check fee will be assessed for all returned checks. After two returned checks, all rent and other assessed fees must be paid in cash or other certified funds. Lessor will provide one copy of a key to the front door of the building and one copy of a key to the leased space. These keys may only be duplicated by the Lessor and any other duplication is unauthorized and prohibited. Lost, damaged, or duplicate keys will be issued with a \$15 per key fee.

2. **Use:** Lessee shall use and occupy the premises for purpose of carrying on the normal activities of his or her business, and shall at all times remain in full compliance with all applicable state and federal rules for operation of said business. Lessor represents that the premises may lawfully be used for such purposes as described in Lessee's business description. Lessee shall not use the premises for any purpose other than carrying on its business, and shall under no conditions use the premises for the purpose of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemicals, things, or devices. Lessee will provide a valid and current copy of the SC Business License annually and lessee will notify lessor or any actions taken against the business, including but not limited to license suspension or revocation. Failure to comply with this Clause 2 shall be deemed an event of default and shall immediately subject Lessee to eviction proceedings without further notice.

3. **Care and Maintenance of Premises:** Lessee acknowledges that the premises are in good order and repair. Lessee shall, at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for the costs to repair any damage caused to the premises by Lessee or Lessee's guests, invitees, or licensees. Such repairs shall be performed exclusively by Lessor or Lessor's agent. Lessee shall remain liable for such repairs and shall immediately remit payment to lessor for same. Lessor shall have the exclusive right to select and approve any contractor who shall perform such repairs at Lessee's cost and expense. Lessor shall maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery. Failure to remit costs to repair in compliance with this Clause 3, or to comply with this Clause 3 otherwise, shall be deemed an event of default and shall immediately subject Lessee to eviction proceedings without further notice.

4. **Alterations:** Lessee shall not make any alterations, additions, or improvements, in, to or about the premises. Space may be sub-divided by free standing partitions as recommended by the lessor or with others that meet the criteria of the same. All blinds installed in the facility must be approved by the lessor and must be in uniformity with lessor's standards.

5. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state, and federal authorities pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
6. **Assignment and Subletting:** Lessee shall not assign this lease or sublet any portion of the premises. Any such assignment or subletting shall be void and may terminate this lease.
7. **Utilities:** Utilities such as water and electricity are included in the monthly rent. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.
8. **Entry and Inspection:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to "lease the same to inspect the premises thereafter.

Additionally, the Lessor has standard hours of operation for the building to ensure safety and security. The building will be accessible and the alarm will be deactivated between the hours of 8:00 a.m. and 8:00 p.m. Monday through Friday. On Saturday, the building will be accessible and the alarm will be deactivated between the hours of 9:00 a.m. and 2:00p.m. The facility is closed to tenants all day Sunday. Lessor observes all federal and state holidays and other days as noticed in the attached listing on which the building will be closed. From time to time ReadySC may need to use the building outside of the normal operating hours and agrees to notify Lessor in advance. Use of the premises and surrounding areas without prior permission on holidays, on Sundays, and between the hours of 8:01 pm and 7:59 am on any day of the week is prohibited and will result in immediate termination of this Lease without further notice.

9. **Parking:** During the term of this lease, Lessee shall have the non-exclusive use in common with other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking around the building or in a reasonable proximity thereto, for the handicap and C. R. Neal Center administrative staff only. All other parking spaces will be on a first-come first-served basis.
10. **Possession:** If Lessor is unable to deliver possession of the premises at the commencement of lease, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 30 days of the commencement of the term hereof.
11. **Indemnifications of leaser:** To the extent allowed under applicable laws, statutes and regulations, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, unless such damage is caused by the negligence, gross negligence or recklessness of Lessor or Lessor's agents .
12. **Insurance and Assurances:** Lessee is self-insured for bodily injury and property damage. If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees, licensees, or invitees, or assigns, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be solely responsible for the costs of such repair.
- Lessee shall provide proof of business licensing and/or other documents that substantiate the business owner's legitimate authorization to operate a business in the state of South Carolina. Such proof shall be in the same name as the Lessee and shall be maintained current throughout the term of this lease.
13. **Eminent Domain:** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests

in the condemnor pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof. But Lessee may file a claim against the taking party for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

14. **Destruction of Premises:** In the event of a partial destruction of the premises during the term hereof from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionately abatement as aforesaid, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof Lessor may elect to terminate this lease whether the demised premises are injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

15. **Lessor's Remedies on Default:** If Lessee defaults in the payment of rent, or any additional amounts owed to Lessor, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not resolve any such default within two (2) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely resolved within 10 days period, if lessee does not commence such resolution within 10 days and thereafter proceed with reasonable diligence and in good faith to resolve such default), then Lessor may terminate this lease. On the date specified in the termination notice the term of this lease shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability.

The lease having been so terminated by Lessor may at any time thereafter resume possession of the premise by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term herein shall be deemed a waiver of that or any other provision of this Lease.

16. **Security Deposit:** Lessor agrees to waive the \$2,000 security deposit.

- 17. **Waiver:** No failure of either party to enforce any term hereof shall be deemed to be a waiver of that or any other provision of this Lease.

- 18. **Notices:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

- 19. **Option to Renew:** The parties may extend this lease in writing for an agreed upon duration.

- 20. **Subordination:** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

- 21. **Entire Agreement:** The forgoing, and all attachments hereto, constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. All attachments and exhibits hereto have been made a part of this lease before the parties' execution hereof:

Signed: _____

Printed Name: _____

Name of Company: _____

Date: _____

Lessor: Midlands Community Development Corporation

Date

Witness

Date

Lessee:

Date

Witness

Date

FOR OFFICE USE ONLY

Deposit Received: _____

Insurance Verification: _____

License Verification: _____

Room Number: _____

Key Distribution: _____

Company Name: _____

Nature of Business: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

FIEN: _____ Business License No: _____

Owner/CEO: _____

E-Mail Address: _____ Direct Line: _____

Accountant\CFO: _____

E-Mail Address: _____ Direct Line: _____

Accountant\CFO: _____

E-Mail Address: _____ Direct Line: _____

**NOTE: YOUR EMAIL ADDRESS MAY BE USED AS AN ALTERNATE FORM OF
COMMUNICATION PREIODICALLY**

Additional Information

Emergency Contact: _____ Phone: _____

The undersigned acknowledges that the above information is accurate, and authorizes the MCDC and/or its leasing/management agents to verify same and to obtain additional and/or continuing information from the applicant's creditors and other commercial sources, including credit reporting agencies.

Date: _____ Signature _____



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: William C. Simon, Jr.

Home Address: 612 Senegal Lane, Columbia, South Carolina 29229

Telephone: (home) (803) 413-2830 (work) (803) 738-3229

Office Address: 763 Fashion Drive, Columbia, South Carolina 29229

Email Address: wsimon@richland2.org

Educational Background: B.S. / South Carolina State Univ. | M.P.A / Clemson Univ. (resume attached)

Professional Background: 17+ years of experience in Local Government (resume attached)

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Board of Zoning Appeals

Reason for interest: I am interested in serving on the Board of Zoning Appeals to draw from my experience and serve the citizens of Richland County by supporting smart land-use.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have 17+ years of experience in Land Development in Richland County. In my career, I have always represented my employing entity and myself with professionalism and integrity. (see cover letter)

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): Councilman Paul Livingston & Councilman Norman Jackson

Hours willing to commit each month: As many necessary to be an effective commission member.

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 ✓

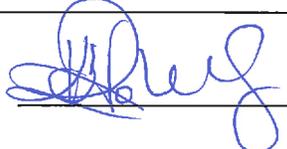
If so, describe: N/A

William Simon _____
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

| | |
|---|---|
| Staff Use Only | |
| Date Received: <u>5-10-18</u> | Received by: <u></u> |
| Date Sent to Council: _____ | |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file | |

William C. Simon, MPA
612 Senegal Lane, Columbia, SC 29229
(803) 413-2830 / (803) 736-6793
wcsimonjr@gmail.com



**Professional
Affiliations**

*American Planning
Association (APA)*

*South Carolina
American Planning
Association (SCAPA)*

*Association of State
Floodplain Managers
(ASFPM)*

*South Carolina
Association of Hazard
Mitigation (SCAHM)*

*(ASFPM) Outreach
and Training
Committee*

*American Public
Works Association
(APWA)
-Board Member
-Midlands Branch
President*

*(APWA) Education
Committee*

*American Public
Works Association
(APWA) National
Leadership &
Knowledge Committee*

OBJECTIVE:

To obtain an Executive Management position in local government that will allow me to apply acquired knowledge and skills to accomplish departmental goals in efforts to support initiatives and be part of, and sustain, an environment that fosters teamwork, effective management, and the pursuit of providing excellent customer service to all citizens and partners.

PROJECT MANAGEMENT:

- Successfully raised Richland County's classification in the Community Rating System, sponsored by FEMA by creating and implementing a series of outreach activities and improving various facets of the program to meet specified standards; resulting in a 10% reduction on all new insurance policies in the county; was recognized at a Council Meeting by SC DNR for this accomplishment.
- Oversaw the County's Construction Bonds, managing \$20M-\$30M in financial surety annually, which included reviewing legal agreements and corresponding with lending institutions and insurance companies to structure and facilitate approved agreements.
- Served on the County GIS-based Selection Team, representing Engineering, with responsibilities to analyze current software, recommend software solutions, and identify optimal functionality of proposed programs.
- Served on the County Development Review Process Analysis team, representing Engineering, to create new permitting standards and logistical solutions. Made recommendations on areas to improve as well as implementation methods.
- Managed the County's Intergovernmental Agreements (maintenance) including working with municipalities in drafting language that achieves the intentions of the agreement along with annual audits of the performance of the agreement.

EXPERIENCE:

DIRECTOR OF PLANNING

Richland School District Two

January 2018-Present

Columbia, SC 29202

Directs, plans, coordinates, and implements a comprehensive planning program for the school district in support of strategic goals and operational/educational needs. Provides assistance to the Superintendent as needed to assess, formulate and implement plans, policies and procedures for the District. Supervises the development and implementation of the District's strategic and site-based school renewals plans. Provides leadership of the development of new District-wide initiatives and projects. Develops short and long-range enrollment and staffing projections for each school and the District and partners with the Human Resources Department to allocate staff to schools. Partners with Executive Director of Operations to consult with architectural and construction management firms to ensure appropriate programs are in place for new construction.

LAND DEVELOPMENT DIVISION MANAGER

Richland County Government (Engineering Division)

December 2007-January 2018

Columbia, SC 29202

Responsibilities included managing the Land Development Division regulating all aspects of land development to assure that companies and developers adhere to all local, state, and federal regulations. Daily operations included managing an inspections team, a team of hydrologists, and administrative staff. Duties required the collaboration and coordination with various national architectural and engineering firms who choose to do business locally.

- Followed legislation in the General Assembly to identify bills that could affect the housing market, funding allocated to the State, and regulatory initiatives.
- Served as a voting member on the Development Review Team (DRT), representing Engineering, advising developers and engineers accordingly. Participate in community meetings; representing engineering and interpreting local policies to the public, city and county officials, developers, and other state and federal representatives.
- Managed a \$1.1M division budget and created standard operating procedures for all operations and restructured the division to improve production and efficiency.

**Professional
Affiliations**

American Public
Works Association
(APWA)
Emerging Leader
Mentor

Project Management
Institute (Member)

SENIOR LAND PLANNER and FLOODPLAIN COORDINATOR

Richland County Government (Planning & Development Services)

May 2004-December 2007

Columbia, SC 29202

Supported the department's land use / land development review and approval process. Responsible for direct customer service relating to the county's Land Development Regulations, Zoning Ordinance, and Landscape requirements, interagency and inter-jurisdictional coordination of infrastructure, contributions to the Planning Commission's agenda and decision-making. Compiled statistics and reports on community growth and land use change.

GIS TECHNICIAN

Richland County Government (Planning & Development Services)

March 2002-May 2004

Columbia, SC 29202

Responsibilities included integrating Geographic Information Systems (GIS) technology into floodplain development through database development and spatial integration, assisting the public and/or other departments with floodplain issues and automating various departments in order to efficiently capture, store, and retrieve data through database development.

- Created public educational forums, in partial fulfillment of efforts to increase premium reductions for flood insurance in Richland County from 5% to 15% through CRS (Community Rating System) sponsorship.

INDUSTRIAL ENGINEER (ADVANCED)

Milliken & Company

August 2000-January 2002

Johnston, SC 29346

Duties included making on-floor cost reduction efforts through work simplification and ergonomic analysis. Maintained standards for data maintenance and made hourly budget revisions. Produced detailed charts, graphs and reports to provide data to corporate. Performed variance and cost analysis to recognize cost trends and opportunities for improvement. Analyzed and updated capacity utilization for production maintenance, optimal manning, reducing inventory, assuring (JIT) just-in-time delivery and reducing cost.

- Implemented 5S procedures throughout the office & production floor.

GIS TECHNICIAN

Orangeburg County GIS/Mapping Department

February 1996-February 2000

Orangeburg, SC 29116

Coordinated the design and organization of spatial data coverages; converted and integrated spatial data coverages and associated data attributes from a variety of sources. Developed, maintained and reviewed GIS (Geographical Information Systems) spatial data for accuracy and completeness and assisted other departments in their specific use of GIS.

EDUCATION: MASTER OF ARTS

Clemson University

Major: Public Administration

Concentration: Regional Sustainability & Economic Development

BACHELOR OF SCIENCE

South Carolina State University

Major: Industrial Engineering

Minor: Civil Engineering

TRAINING: Advanced Supervisory Training – Midlands Technical College (9 month program)

Concentration: Management / Conflict Resolution / Leadership / Coaching

National Emerging Leaders Academy – American Public Works Association (1 year program)

Concentration: Sustainability & Succession Planning

Only applicant accepted from South Carolina in 2011

Advanced Manager Program – Milliken University (1 year program)

Concentration: Management / Activity-Based Costing / 5S / Budgeting & Projections

CERTIFICATIONS: Certified Floodplain Manager (CFM), Association of State Floodplain Managers

Certified Storm Water Plans Reviewer (CSPR), SC DHEC

Certified Erosion Prevention Sediment Control Inspector (CEPSCI), SC DHEC

SOFTWARE: Proficient in the use of: Microsoft Word (Expert) / Excel (Expert) / Outlook (Expert) /

Access (Expert) / Power Point (Expert) / SharePoint (Novice) / AutoCAD Civil 3D (Novice) /

ArcGIS 9.2 (Expert) / Adobe Acrobat (Expert) / Visio (Expert) / Publisher (Expert) /

Cartograph (Novice)

May 2, 2018

Richland County Council
Boards & Commission Selection Committee
Attn: Clerk of Council
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202

Dear Selection Committee:

Please accept this letter of interest in support of my application to serve on the Richland County Board of Zoning Appeals. I have been a resident of Columbia, SC for 20 years and encouraged by the growth in our rural and urban areas. As this growth continues, I wish to serve on a board that will effectively work with various departments to support land-use that promotes economic development, protect the environment, and contribute to the vision of Richland County.

I have over 17 years of experience in local government with emphasis on land development, and as a former employee of Richland County, I'm aware of the unique challenges and opportunities the county face during phases of growth and development.

I have particular interest in how local communities plan for transportation and land use in a way that leads to more livable, economically vital, and sustainable communities and increase opportunities for transit, walking and bicycling.

If I'm considered for appointment, I would love to discuss my intentions in an interview. Thank you for reading.

Respectfully,

A handwritten signature in cursive script that reads "William Simon".

William Simon, MPA



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Jason Branham
Home Address: 206 Averill Ln., Irmo, SC 29063
Telephone: (home) 803-381-7791 (work) _____
Office Address: 3800 Fernandina Rd. Suite 110, Columbia, SC 29210
Email Address: branham.sc@gmail.com
Educational Background: B.A. Political Science 2002, J.D. USC Law 2004
Professional Background: Licensed SC attorney since 2004: real estate, business, probate, foreclosure
 Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Board of Zoning Appeals and Planning Commission
Reason for interest: Desire to serve community via government service; interest and experience in land use & planning
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Years of education, legal experience and writing regarding real estate, land use and planning - including specifically things such as variances & special exceptions
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? Not at this time
Recommended by Council Member(s): Bill Malinowski
Hours willing to commit each month: 40+

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____

No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____

No _____

If so, describe: _____



Applicant's Signature

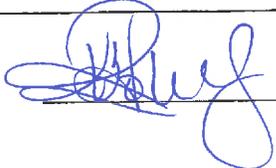
3/26/18

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

| Staff Use Only | |
|---|--|
| Date Received: <u>3-26-18</u> | Received by:  |
| Date Sent to Council: _____ | |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file | |

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Frazier Ben Beatty
Home Address: 428 Mackintosh Ln.
Telephone: (home) 202-669-7642 (work) 803-898-1769
Office Address: 2100 Bull St., Columbia SC 29201
Email Address: beatty5spr97@yahoo.com
Educational Background: PhD, MPH, BA,
Professional Background: Public Health Professor / Vice President of Non-profit
 Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Board of Zoning Appeals
Reason for interest: what to serve Richland Co.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Retired - 28 yrs of Military Service

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? N/A

Recommended by Council Member(s): _____

Hours willing to commit each month: 5-10

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: n/a

[Signature] 4-20-18
Applicant's Signature Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

| | |
|---|---------------------------------|
| Staff Use Only | |
| Date Received: <u>4-27-18</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 | |

Holistic Telehealth Solutions, Inc.

April 20, 2018

Dear Board Chair,

Re: Member – Board of Zoning Appeals

I would like to be considered for a position on Board of Zoning Appeals. I am an active community member with a background in public health and would love the chance to give back by lending my community expertise and passion to help the citizens of Richland County, South Carolina.

I am the Vice President of Workforce Solutions for Holistic Telehealth Solutions, Inc. a 501c3 non-profit organization in South Carolina. Our vision is to provide opportunities for better health access through telehealth. We will improve health among South Carolina's most vulnerable communities by tackling social and physical factors that impede South Carolinian's ability to access health services.

We will improve acceptance for innovation, improve health outcomes, and reduce public health disparities in South Carolina. We will integrate public health innovative research, community services, and collaborations with government agencies and community-based organizations to reduce health inequalities and promote optimal health and well-being among South Carolinians. Our work is critical! Improving health saves lives, reduces medical costs, prevents disease, moves people toward self-sufficiency and improves community well-being.

I am confident you will find me a good fit for the Board of Zoning Appeals. Please contact me by phone or email if you have questions about this letter. My resume is also attached for your review. I look forward to hearing from you and thank you so much for your consideration. Please do not hesitate to contact me if you have questions about this letter. My email is frazier.beatty@mail.waldenu.edu or uhecsc@gmail.com

Sincerely,



Frazier Benjamin Beatty, PhD, MPH, CHES
Vice President of Workforce Solutions
Holistic Telehealth Solutions, Inc. 501 c3 non-profit
Phone: 202-669-6742

Frazier Ben Beatty, PhD, MPH, BA, CHES
428 Mackintosh Lane
Columbia, SC 29229
202-669-7642
beatty5spr97@yahoo.com, frazier.beatty@waldenu.edu

CAREER OBJECTIVE

Seeking a position on the Board of Zoning Appeals to utilize my expertise in community improvement. Moreover, to work within a community to build capacity and develop relationships to support smart growth of Richland County.

PROFILE OF EXPERIENCE

- Forward thinking and competent with servicing student populations and developing 21st century public health curriculum and quality improvement strategies. Proven skills and abilities as a results-driven leader in developing technical training solutions, educational resources, and quality improvement data into real-world relevant information for student services departments.
- Thoroughly maintains complete and accurate assessment data for educational programs. Strategic in developing effective, efficient strategies, programs, policies, and evaluation protocols against explicated outcomes.
- Develops, updates, and maintains educational development and support resource materials; monitors their accuracy, relevance and appropriateness; and uses best practice approaches and research to update, evaluate, and measure achievement and improvement information for staff, management and human resources and leadership's administrative use.

EDUCATION

| | |
|---|---------|
| Certificate- Learning Design and Technology <i>Harvard University, Cambridge, Massachusetts</i> | Current |
| Doctor of Philosophy – Public Health <i>Walden University, Minneapolis, Minnesota</i> | 7/2009 |
| Master of Public Health – Community Health/Policy <i>Walden University, Minneapolis, Minnesota</i> | 12/2004 |
| Bachelor of Arts – English Literature/Education <i>North Carolina Central University, Durham, North Carolina</i> | 05/1993 |
| Certificate of Curriculum Development <i>USMC-Service Support Schools, Jacksonville, North Carolina</i> | 6/1996 |

EXECUTIVE AND ACADEMIC PROFESSIONAL EXPERIENCE

Vice President of Workforce Solutions

Holistic Telehealth Solutions, Inc.

01/2018-Present
(15 hrs per wk)

In January of 2018 our Board of Directors strategically realigned to change our vision to incorporate technology (telehealth) to better serve the citizens of South Carolina. Our new vision is to provide opportunities for better health access. We strive to improve health among South Carolina's most vulnerable rural communities by tackling social and physical factors that impact South Carolinian's ability to receive access to quality health care services.

Accomplishments:

- Leverage partnerships, collaborations, to develop coordinated care models
- Research best-practice telehealth applications using with 21st century technology
- Seek federal, state, and foundation grants to build capacity for program support
- Organize meetings with partnering medical schools, primary care physicians, community based- clinics, FQHCs, and hospitals
- Coordinate outreach efforts across SC to reach rural communities

Vice President of Workforce Solutions

Urban Health Education Center of SC

10/2009-01/2018

Since 2009 UHEC of SC has been offering workforce training and career services across NC, SC, and DE. We are a leading provider of professional development and vocational training courses for displaced veterans, persons with disabilities, and underserved adults ages 18 and older. Our organizational mission is to provide career and occupational development, and the personal skills to ambitious adult learners.

Accomplishments:

- Supervise certificate training programs using with 21st century technology
- Strategically place staff, instructors, and employees to better serve our customer
- Partner with industry and business leaders to offer employee training programs
- Develop workforce partnerships with outside local and state agencies
- Develop workforce medical and health training to prepare personnel for workplace
- Recommend solutions to issues, improvement opportunities or new prevention measures and continuing education

University Research Reviewer/PhD Chair/Member

Walden University, Minneapolis, MN (online)

05/2016- Present
(15 hrs per wk)

For 45 years, Walden University, an accredited institution, has been serving the higher education needs of adult learners. Today, more than 47,800 students from all 50 U.S. states and more than 150 countries are pursuing bachelor's, master's, and doctoral degrees and certificates online in a broad range of disciplines including health sciences, counseling, criminal justice, human services, management, psychology, education, public health, nursing, social work, public administration, and information technology.

Accomplishments:

- I guide PhD learners through learning process using design, development, and administration of multiple online PhD courses in research methods aimed at improving research performance and learning outcomes
- Serve as a University Research Reviewer and quality improvement member and serve as a university research quality standards reviewer for PhD dissertations
- Provide leadership in the design, implementation and continuous improvement related to PhD programs and services

- Chair 12 dissertation students per term with major progress and milestone benchmarks
- Co-authored 5 HIV/AIDS publications in 2016, 2017, & 2018
- Reviewed 15 PhD dissertations that were approved by the Chief Academic Officer in 2016-2017

Contributing Faculty for MPH /PhD Dissertation Chair/Member
Walden University, Minneapolis, MN (online)

06/2012-05/2016
 (30hr per week)

Accomplishments:

- Provided 21st century leadership in MPH courses and PhD activities
- Assisted in the development of online PhD and MPH students
- Mentored students in PUBH 9001/9000 Dissertation
- Mentored students PUBH 6002 Essentials in Health Workforce
- Mentored students PUBH 6101 Principles of Communication in Public Health
- Mentored students PUBH 6135 Leadership, Professionalism, and Ethics
- Mentored students PUBH 8130 Communication, Marketing, and Public Relations

Workforce Health, Safety & Logistics Chief (E-7 Gunnery Sergeant) 02/2011-08/2015
USMC Detachment 2, JBAB Washington DC

(40hrs)

Joint Base Anacostia–Bolling (JBAB) is responsible for providing installation support to 17,000 military, civilian employees and their families, 48 mission and tenant units, including ceremonial units (United States Air Force Honor Guard, USAF Band, USAF Chaplains, the Navy Ceremonial Guard), various Army, Marine Corps, Coast Guard, Joint Service commands and other DOD and federal agencies.

Accomplishments:

- Developed workforce and health and safety job training to prepare staff for workplace according to legal guidelines
- Prepared and enforce policies to establish a culture of preparedness, health, and safety
- Evaluated practices, procedures and facilities to assess risk and adherence to the law
- Conducted emergency response trainings and presentations for health and safety job skills including accident prevention skills
- Excellent organizational and motivational skills for continuing education

Dean of Health Sciences, CTE and Workforce Education
Friendship Collegiate Academy, Washington, DC

05/2014-008/2016
 (40 hrs per week)

Friendship operates around a simple principle: all students must be prepared for higher education and the career of their choice by ensuring mastery of the skills, knowledge, and tools needed to succeed in the 21st century global economy. Friendship's unique educational model improves academic performance, develops the "whole child," offers families wrap-around social services, and directs students to college and a solid, rewarding future. Through innovative, challenging classroom learning experiences and extended career and technical education (CTE) learning programs. With implementation of real-world instructional practices that lead to the teaching rigor, development, and measurable growth.

Accomplishments:

- Provided administrative leadership for the strategy, development, and implementation of workforce development & education that addresses the needs of local and regional businesses and industries
- Successfully collaborated and cultivated positive relationships with District areas educational and workforce development systems, specifically K-12 schools, post-secondary education, and local businesses/industries to foster and maintain strong connections that support a competitive workforce
- Provided leadership and coordination for a comprehensive Health Sciences program that comprises Enrollment Management (Admissions, Registrar, Student Support Services, General and Psychological Counseling Services, Career Services, and College Application Services); and Student Success (Academic Success Center, Student Life, Athletics, Student Activities
- Secured \$150k of Perkins CTE funding to sustain Health Sciences, CTE and Workforce programs
- Secured \$50k to Association of American Medical Colleges grant funding to improve Health Sciences programs

Adjunct Professor of Environmental Sciences-Campus-based 05/2010 – 05/2013
 Graduate School USA, Washington DC (25hrs)

An independent, nonprofit educational institution based in Washington, DC, Graduate School USA offers workforce training and services across the U.S. and around the world. We are a leading provider of professional development and training courses for the federal government and the private sector, serving organizations and individuals with programs designed to support organizational missions, career and occupational development, and the personal ambitions of adult learners.

Adjunct - Business Administration /Dissertation Member-Online 05/2010 – 08/2015
 University Phoenix, Phoenix AZ (25hrs)

John Sperling, PhD, a Cambridge-educated economist, professor and entrepreneur, founded University of Phoenix in 1976 in response to the changing needs of the workplace. It was part of his commitment to provide adults with the higher education they would need to fill those needs. University of Phoenix was founded upon the vision of making higher education more available, even if you're a professional with a full-time commitment to work and family. With 40 years of experience, we continue to focus on meeting the needs of adult learners. Malcolm Knowles identified the characteristics of adult learners as differing from the classic 18-22-year-old college students; through areas such as the learner's need to know, self-concept, experience, readiness to learn, orientation to learning and motivation. These characteristics influence the instructional design process – shifting our framework from content-driven to context-driven and reinforcing relevant application to the real world.

Adjunct Professor of Health Sciences-Online 05/2010 – 08/2015
 Trident University International, Cypress CA (25hrs)

Trident University International is a U.S. based, globally available leader in online education. Students choose Trident University because it has been well respected and admired by students, faculty, staff, and employers throughout its history. Our outstanding reputation as one of the top online universities along with our accreditation by the WASC Senior College and University Commission (WSCUC), makes Trident the best choice for thousands of students around the world.

Accomplishments:

- Provided strategic, innovative leadership in the design, implementation and continuous improvement of the area of responsibility and related programs and services
- Taught Principles of Environmental Health
- Taught Health and Housing
- Taught Ecology and Health

Airbase Training and Logistics Chief (E-6 LS1- Petty Officer)
US Navy NAT 207, Norfolk Air Station, Norfolk VA

03/2002-08/2009
(40hrs)

Joint Base Norfolk Air Station (NAS) is responsible for providing installation support to 45,000 military, civilian employees and their families, including ceremonial units (United States Air Force and United States Navy), various Army, Marine Corps, Coast Guard, Joint Service commands and other DOD and federal agencies.

Accomplishments:

- Developed workforce and health and safety job training to prepare Naval personnel for workplace according to legal guidelines
- Prepared and enforced policies to establish a culture of workforce health and safety
- Evaluated practices, procedures and facilities to assess risk and adherence to the law
- Conducted Naval workforce training and presentations for health and safety job skills including accident prevention skills

Curriculum Development and Instructional Specialist, SNCOIC
US Marine Corps Combat Service Support Schools, Camp Johnson NC

01/1996-01/2002
(40hrs)

Located in Camp Johnson, North Carolina, the Marine Corps Combat Service Support Schools develops, conducts and evaluates formal training for entry, intermediate and advanced level officer, enlisted and civilian students in Personnel Administration, Ground Supply Support and Distribution, Financial Management and Logistics Operations, as well as Marine Corps Water Survival training; and sustains the professional transformation of Marines in order to prepare graduates for service in the operating forces and supporting establishment.

Accomplishments:

- Provided leadership and coordination for a comprehensive student services program that comprised of service record book management, housing, meals, student life and welfare, counseling and advising, disability support services, judicial affairs and family services
- Collaborated with academic Chief to support student success initiatives focusing on retention, graduation, transfer, and career and field placement after graduation
- Directed a comprehensive wellness program of student life and development
- Naval and Marine Corps Achievement Award, 1996-1997
- Awarded Letter of Appreciation 1996-1997
- Reduced the Marine Corps Reserve training budget by \$400k by re-writing curriculum for 4th MarDiv 4th Supply Logistics Battalion

Longview School is a public separate school serving students in grades 6-12 who have experienced behavioral difficulty in a regular school setting. Students are referred through their base schools and placed by IEP team decision. Longview offers small class sizes and a structured behavioral management program. The students at Longview follow the middle or high school NC Standard Course of Study or the high school Occupational Course of Study which is more vocationally oriented. Longview offers a small student-to-staff ratio, enabling our well trained and dedicated staff to form meaningful relationships with our students. In addition, we offer multiple tiers of intervention including tutorials built into the school day and daily student reviews.

Accomplishments:

- Served as the leading advocate for students, by providing leadership and vision to a comprehensive Language Arts/English program.
- Responsible for the development of strategic plans to address successful student outcomes, by working closely with the Division of Academic Affairs to support retention and completion goals.
- Coordinated educational services including online educational services to local charter schools, community colleges, and technical schools
- Developed and managed budget for planning and supports services programs while managing staff

PROFESSIONAL CERTIFICATIONS/MEMBERSHIPS

Association for Career and Technical Education (ACTE)
American Council on Education (ACE)
American Association of Community Colleges (AACC)
National Commission for Health Education Credentialing (NCHEC)
Council for Opportunity in Education (COE)
Society for Public Health Education (SOPHE)
Health Occupations Students of America (HOSA)
Certified Contract Officer's Representative 9/2010
Certified Health Education Specialist 10/2007
Certificate in Curriculum and Workforce Development, Marine Corps 1996
Certified Risk Communication Education 2013

PUBLICATIONS

Tor-Anyiin, A., Beatty, F.B., and Salandy, S.W, (2018). Difference in Adherence to Anti-Retroviral Therapy Between Adolescents and Young Adults in Rural and Urban Settings in Nigeria. *European Journal of Tropical Medicine and International Health (manuscript pending publication)*

Dokun-Mowete, C., Sharma, M., Beatty, F.B., and Salandy, S.W, (2018). Using Multi-Theory Model to Predict Low Salt Intake among Nigerian Adults with Hypertension. *International Quarterly of Community Health Education (manuscript)*

pending publication)

Oguegbu, A. and Beatty, F. (2016) Relationship between Sexual Risk Behaviors and HIV Counseling and Testing (HCT) Uptake among Young People in Nigeria. *Health*, 8, 463-471. doi: [10.4236/health.2016.85049](https://doi.org/10.4236/health.2016.85049).

Beatty, F.B, (2009). "The influence of African American mothers' perceptions of weight and body image on children's weight and body image" *Walden University*, 2009, 118 pages; 3355012.

Lewis, M.A., D.L. Driscoll, and F.B. Beatty (2007). "Message Testing for the North Carolina Strike out Stroke Campaign." Submitted to Brogan and Partners.

McCormack, L.A., M.A. Lewis, J.D. Uhrig, A.J. Bonito, C.M. Squire, F.B. Beatty, and T.M. Swinson. (December 2006). "Merck Health Disparities Initiative." Prepared for The Merck Company Foundation.

LECTURES/PRESENTATIONS

Beatty, F. B. "Advancing your Career with a Doctorate of Philosophy in Public Health" Presented at American Public Health Conference: Walden Residency, Washington DC, November 1, 2011

Beatty, F. B. "Why Develop a Worksite Wellness Program and How To Do It" Presented at South Carolina Department of Health and Environmental Control, November, 23, 2009.

Beatty, F. B. "Domestic Violence in African American Communities and Public Health Implications" Presented on Talk Back, Weekly Radio Drama, October, 21, 2009.

Driscoll, D.L., F.B. Beatty. "Evaluating Culturally Tailored Health Communications" Presented at the Centers for Disease Control American Evaluation Association, Atlanta, GA, June 11-12, 2007.

Driscoll, D.L., F.B. Beatty, M.G. Jarblum, S.C. Squire, and S.L. Harris. "Ethnographic Methods and Environmental Health Promotion: Utility for Community Capacity Building." Presented at Society for Public Health Education, Boston, MA, November 1, 2006.

Driscoll, D.L., F.B. Beatty, A.V. Sorensen, L.J. Clayton, and E.K. Wilson. "Tailoring Risk Communications for Underserved Communities: Differential Source Preferences and Responses." Presented at National Prevention Summit: Prevention, Preparedness and Promotion, Washington, DC, October 26-27, 2006.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant MUST reside in Richland County.

Name: Beverly B. Jacobs, MA

Home Address: 7324 Sara Drive

Telephone: (home) 803 788-1694 (work) n/a

Office Address: _____

Email Address: beejay24@hotmail.com

Educational Background: Masters /Conflict Management

Professional Background: Management

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Board of Assessment Appeals

Reason for interest: I am interested in ways to better connect with the community; enhance social awareness, and give back to the community.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have over 15 yrs of managerial experience; mediator (community and truancy); and willing to work for positive results or enhancements to issues and concerns as needed.

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: 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 X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

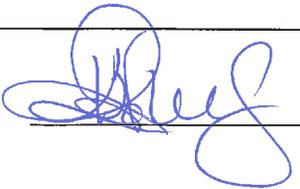
Beverly S. Jacob
Applicant's Signature

5-17-18
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.

| | |
|--|---|
| Staff Use Only | |
| Date Received: <u>5-21-18</u> | Received by: <u></u> |
| Date Sent to Council: _____ | |
| Status of Application: <input type="checkbox"/> Approved | <input type="checkbox"/> Denied <input type="checkbox"/> On file |



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: Eric Grant
Home Address: 1912 Horrell Hill Rd Hopkins SC 29061
Telephone: (home) 803 783 7978 (work) 803 960 9428
Office Address: 1912 Horrell Hill Rd Hopkins SC 29061
Email Address: egrant@3constructs.com
Educational Background: BS Biology/Chemistry MBA
Professional Background: Construction and Construction Management
Male [checked] Female [] Age: 18-25 [] 26-50 [checked] Over 50 []
Name of Committee in which interested: Assessment Appeals
Reason for interest: I've served on this board for 10 years and would like to continue. I think I make a difference.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I am a professional in construction. I'm fair and thorough. I like to give back and help my community.
Presently serve on any County Committee, Board or Commission? Assessment Appeals
Any other information you wish to give?
Recommended by Council Member(s): D. Myers
Hours willing to commit each month: 25

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

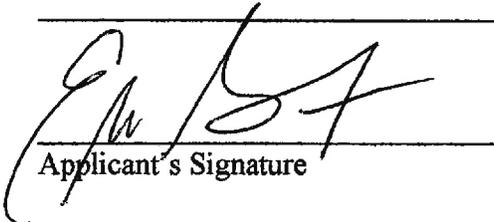
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

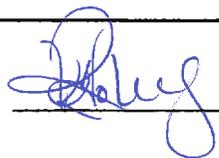

Applicant's Signature

4/15/2018
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>4-16-18</u> | Received by:  |
| Date Sent to Council: _____ | |
| Status of Application: | <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |

2

5.21 Voting

Each member shall vote on each question put, ~~except that n~~ No member shall be permitted to vote on any question in which that member has a direct personal or pecuniary interest, or in which that member perceives that he or she has a direct personal or pecuniary interest, or in which his or her participation might create an appearance of impropriety in that member's estimation. A Council member must be at his/her seat in order to vote for those at the dais. If a member does not declare a vote or an abstention, such member shall not be considered to have voted for either the prevailing or for the non-prevailing side, but instead shall not have his or her vote recorded at all on the question put. ~~his/her vote shall be recorded with the prevailing side.~~ If voting an abstention, a reason for the abstention must be stated and recorded in the minutes. No member shall, under any circumstances be permitted to vote after a decision has been announced by the Chair. After the decision of the question, an absent member may be permitted to record the vote she/he would have given if present, but such vote shall not affect the previous question.



TRANSPORTATION PROGRAM

Memo

To: Dr. John M. Thompson, Ph.D., MBA, CPM
From: David Beaty, P.E.
CC: Tony Edwards, P.E.
Date: March 6, 2018
Re: Richland County Transportation Program Widening Categorical Recommendations to Align Program with Current Available Funding

It is the intent of this memorandum to provide recommendations for the Widening category of the Richland County Transportation Program to best align the Program with the projected available funding while maximizing the completion of all other categories.

Background:

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in November of 2012. Per the referendum, \$300,991,000 is dedicated to Transit with the remaining \$769,009,000 dedicated to the categories of Administration, Bike/Ped/Greenway, and Roadway. As the Transit funding is directly assigned to The COMET bus system, this memorandum will be discussing the remainder of the categories (Program).

Based on projected revenue and current cost estimates, there is an anticipated shortfall of approximately \$140 million for the entire Program, almost entirely attributable to the Widening category of projects (see Attachment 1 Financial Status Summary by Category dated 12-31-17). The 9 other major Program categories (Intersections, Special, Neighborhood Improvements, Bikeways, Sidewalks, Greenways, Pedestrian Intersections, Dirt Road Paving, and Resurfacing) have been developed such that each category is constrained to the Referendum amount. For example, the Intersections category consists of 15 individual intersections totaling \$42.3 million. Within that category, some intersections are projected to exceed their original referendum amount while others are anticipated to be constructed below their original referendum amount, but the total cost is expected to be below the total \$42.3 million. To date, the Widening category has not been developed to be constrained to the Referendum amount.



TRANSPORTATION PROGRAM

Widening Shortfall:

Four of the 14 Widening projects are at or under the Referendum amount: (1) Hardscrabble Road widening and (2) Leesburg Road widening are being managed and developed by SCDOT resulting in Richland County's role being one of providing a set amount of funding only; (3) North Main Street widening has received outside funding from the City of Columbia and federal grants such that when combined with the Intersection funds identified for North Main Street/Monticello Road (within the limits of the North Main Street widening), the total project cost to Richland County is approximately equal to the referendum funding; (4) Clemson Road widening has been developed such that it is scheduled to be advertised for construction in Q2 2018 and is estimated to be below the Referendum amount. This results in 10 individual projects within the Widening category that are responsible for the \$140 million funding shortfall. (Note that all cost estimates include a 10% construction contingency which may or may not be utilized and accounts for approximately \$20 million of the projected shortfall).

Each of the 14 Widening projects has been reviewed in detail focusing on the original Council-approved prioritization criteria with additional emphasis placed on traffic and safety. The results were used to develop multiple scenarios that would return the Widening category back to a cost constrained value that meets available funding. Attachment 2 provides the detailed analysis and recommendation for each Widening project.

Modification Scenarios:

SCDOT is currently developing the Carolina Crossroads Project (Malfunction Junction) which consists of significant improvements to multiple interchanges along I-20, I-26, and I-126. This project is fully funded and includes the reconstruction of the I-20/Broad River Road Interchange. For more information, please refer to www.scdotcarolinacrossroads.com. The I-20/Broad River Road Interchange was included in the 2012 Referendum in the amount of \$52.5 million. All 3 of the following scenarios assume the availability of the \$52.5 million to the Widening category.

- Scenario 1 – Construct All Widening projects in Order of Current Prioritization
This approach would construct the first 10 Widening projects to their full Referendum termini (except Broad River Road which has previously been changed by Council) leaving Spears Creek Church Road, Lower Richland Boulevard, Polo Road, and Blythewood Improvements Phase 2 indefinitely deferred.
- Scenario 2 – Construct All Widening projects Within Original Referendum Amounts
This approach would greatly reduce, if not eliminate, significant improvements to traffic and safety for a number of projects due to insufficient funds. These projects include



TRANSPORTATION PROGRAM

Atlas Road, Bluff Road Phase 2, Blythewood Road Phase 1, Pineview Road, Polo Road, Shop Road, and Spears Creek Church Road. While some improvements could be made within Referendum amounts, actual cost to benefit ratios would likely be considered undesirable and some improvements would likely not be allowed by SCDOT due to logical termini concerns.

- Scenario 3 – Defer Construction of Select Projects and/or Elements of Projects
Reviewing projects with consideration of traffic, safety, logical termini and potential for individual improvements compared to overall costs of the projects results in two projects standing out for deferral and one project for reduced project termini:

1. Bluff Road Widening Phase 2: In order to receive \$1.8 million in outside funding from the County Transportation Commission and SCDOT, Bluff Road Widening was separated into 2 sections. Bluff Road Phase 1 was recently constructed as part of the Program at a cost of \$7.5 million from Rosewood Dr. to George Rogers Blvd. The section from George Rogers Blvd. to National Guard Road has previously been improved and funded by others. Bluff Road Phase 2 extends from National Guard Road to South Beltline Blvd. The Referendum amount for all of Bluff Road is \$16.7 million (\$9.2 million remaining after Phase 1) and the current estimate to construct Bluff Road Phase 2 is \$40 million.

Bluff Road Phase 2 is currently a 4 lane roadway with existing left-turn lanes at signalized intersections. Items contributing to the estimated \$40 million project cost include construction of isolated locations of flush-median turn lanes, the inclusion of Shared Use Paths, the construction of large stormwater pipes due to adjacent existing developed areas, and the replacement of a culvert near South Beltline Blvd. Minimal improvements to traffic or safety would be achieved by this project.

2. Pineview Road Widening: This project was defined in the referendum as being widened to 3 lanes from Bluff Road to Shop Road and then widened to 5 lanes from Shop Road to Garners Ferry Road. The referendum amount is \$18.2 million and the current estimate is \$40 million.

The Columbia Area Transportation Study (COATS) regional traffic model shows that by 2041 daily traffic volumes along Pineview Road from Garners Ferry Road to Shop Road would actually decrease from 16,700 to 16,000 due to the construction of Shop Road Extension Phase 2. Although traffic volumes would increase in the section of Pineview Road from Shop Road to Bluff Road from 3,400 to 4,700 by 2041, the existing 2-lane section could adequately



TRANSPORTATION PROGRAM

accommodate that traffic volume. Minimal improvements to traffic or safety would be achieved by this project.

3. Spears Creek Church Road Widening: The referendum amount for Spears Creek Church Road from Two Notch Road to Percival Road is \$26.6 million and the current estimate is \$49.5 million. This estimate includes replacing the Spears Creek Road Bridge over I-20 and making associated improvements along I-20. If this project were to begin on the north side of the I-20 bridge extending to Two Notch Road and eliminate the I-20 bridge replacement, including a total of 1,850 feet of Spears Creek Church Road to Percival Road, a savings of approximately \$13.5 million could result.

Recommendations:

In an effort to align with available funding, the following recommendations are made:

- Reprogram the \$52.5 million from the I-20/Broad River Interchange to the Widenings category.
- Defer Bluff Road Widening Phase 2 until all other Widenings are constructed or until additional funds are identified (\$40 million).
- Defer Pineview Road Widening until all other Widenings are constructed or until additional funds are identified (\$40 million).
- Reduce the termini of Spears Creek Church Road to construct from north of I-20 to Two Notch Road resulting in saving \$13.5 million.

Additionally, it is recommended that the remaining Widening projects be fully constructed in accordance with the Referendum termini. The combination of the above identified amounts totaling \$146 million is greater than the projected Program shortfall of \$140 million and allows the Program to be completed within the constraints of the available funding.

Attachment 1: Richland Transportation Penny Program Financial Status Summary by Category
Attachment 2: Widenings Category Summary & Recommendations



| ROADWAY PROJECTS (Referendum Total = \$656M) | | REFERENDUM | CURRENT ESTIMATE | OUTSIDE FUNDING/ REIMBURSEMENTS | VARIANCE | EXPENDED TO DATE | *PHASE |
|---|----|----------------------|-------------------------|---------------------------------|-------------------------|-----------------------|----------|
| WIDENINGS | | | | | | | |
| Hardscrabble Road Widening | \$ | 29,860,800 | \$ 29,860,800 | \$ - | \$ - | \$ 18,159,871 | CO |
| Clemson Road Widening | \$ | 23,400,000 | \$ 19,603,193 | \$ 980,000 | \$ 4,776,807 | \$ 3,141,115 | RW |
| Leesburg Road Widening | \$ | 4,000,000 | \$ 4,000,000 | \$ - | \$ - | \$ - | 405 RW |
| North Main Street Widening (includes \$5.4M Intersection) | \$ | 35,400,000 | \$ 60,626,155 | \$ 23,751,673 | \$ (1,474,481) | \$ 22,916,571 | CO |
| Bluff Road Widening Phase 1 | \$ | - | \$ 9,285,688 | \$ 1,800,000 | \$ (7,485,688) | \$ 8,950,413 | Complete |
| Bluff Road Widening Phase 2 | \$ | 16,700,000 | \$ 40,203,471 | \$ - | \$ (23,503,471) | \$ 1,868,839 | PE |
| Shop Road Widening | \$ | 33,100,000 | \$ 60,182,081 | \$ - | \$ (27,082,081) | \$ 1,771,281 | PE |
| Atlas Road Widening | \$ | 17,600,000 | \$ 41,770,632 | \$ - | \$ (24,170,632) | \$ 4,449,560 | RW |
| Pineview Road Widening | \$ | 18,200,000 | \$ 40,032,789 | \$ - | \$ (21,832,789) | \$ 1,605,275 | PE |
| Blythwood Road Widening (Syrup Mill Road to I-77) | \$ | 8,000,000 | \$ 10,431,591 | \$ - | \$ (2,431,591) | \$ 361,297 | PE |
| Broad River Road Widening | \$ | 29,000,000 | \$ 39,708,413 | \$ - | \$ (10,708,413) | \$ 756,669 | PE |
| Spears Creek Church Road Widening | \$ | 26,600,000 | \$ 49,502,831 | \$ - | \$ (22,902,831) | \$ 405 | NS |
| Lower Richland Boulevard Widening | \$ | 6,100,000 | \$ 6,975,750 | \$ - | \$ (875,750) | \$ 405 | NS |
| Polo Road Widening | \$ | 12,800,000 | \$ 15,975,711 | \$ - | \$ (3,175,711) | \$ 405 | NS |
| Blythwood Road Widening and Improvements | \$ | 21,000,000 | \$ 26,186,650 | \$ - | \$ (5,186,650) | \$ 2,649 | NS |
| Total Widenings | \$ | 281,760,800 | \$ 454,345,755 | \$ 26,531,673 | \$ (146,053,282) | \$ 63,985,158 | |
| INTERSECTION IMPROVEMENTS | | | | | | | |
| Clemson Rd. & Rhame Rd./North Springs Rd. | \$ | 3,500,000 | \$ 4,063,386 | \$ - | \$ (563,386) | \$ 3,206,077 | Complete |
| Broad River Rd. and Rushmore Rd. | \$ | 3,700,000 | \$ 1,308,979 | \$ - | \$ 2,391,021 | \$ 1,195,215 | Complete |
| Farrow Rd. and Pisgah Church Rd. | \$ | 3,600,000 | \$ 2,244,299 | \$ - | \$ 1,355,701 | \$ 938,080 | RW |
| North Springs Rd. and Risdon Way | \$ | 1,800,000 | \$ 2,017,045 | \$ - | \$ (217,045) | \$ 1,741,163 | Complete |
| Summit Pkwy and Summit Ridge Rd. | \$ | 500,000 | \$ 1,531,409 | \$ - | \$ (1,031,409) | \$ 1,370,297 | Complete |
| Kennerly Rd. & Coogler Rd./Steeple Ridge Rd. | \$ | 1,900,000 | \$ 2,980,112 | \$ - | \$ (1,080,112) | \$ 2,447,655 | Complete |
| Wilson Blvd. and Pisgah Church Rd. | \$ | 3,600,000 | \$ - | \$ - | \$ 3,600,000 | \$ 405 | Complete |
| Wilson Blvd. and Killian Rd. | \$ | 2,600,000 | \$ - | \$ - | \$ 2,600,000 | \$ 405 | Complete |
| Clemson Rd. and Sparkleberry Ln. | \$ | 5,100,000 | \$ 14,929,152 | \$ - | \$ (9,829,152) | \$ 3,482,940 | RW |
| Bull St. and Elmwood Ave. | \$ | 2,000,000 | \$ 3,076,437 | \$ - | \$ (1,076,437) | \$ 405 | PE |
| North Main St / Monticello Rd (constructed with N. Main Widening) | \$ | - | \$ - | \$ - | \$ - | \$ 405 | CO |
| Hardscrabble & Kelly Mill Rd. / Rimer Pond Rd. | \$ | 3,000,000 | \$ - | \$ - | \$ 3,000,000 | \$ 405 | CO |
| Garners Ferry Rd. and Harmon Rd. | \$ | 2,600,000 | \$ 1,034,070 | \$ - | \$ 1,565,930 | \$ 109,912 | PE |
| North Springs Rd. and Harrington Rd. | \$ | 2,000,000 | \$ 976,332 | \$ - | \$ 1,023,668 | \$ 126,475 | PE |
| Screaming Eagle Rd. and Percival Rd. | \$ | 1,000,000 | \$ 2,193,355 | \$ - | \$ (1,193,355) | \$ 133,451 | PE |
| Total Intersection Improvements | \$ | 36,900,000 | \$ 36,354,576 | \$ - | \$ 545,424 | \$ 14,753,290 | |
| SPECIAL PROJECTS | | | | | | | |
| Riverbanks Zoo Transportation Related Projects | \$ | 4,000,000 | \$ 4,000,000 | \$ - | \$ - | \$ 3,345,525 | Complete |
| Innovista 1 (Greene St. Phase 1) | | | \$ 18,544,418 | \$ - | \$ - | \$ 18,115,740 | Complete |
| Innovista 2 (Greene St. Phase 2) | \$ | 50,000,000 | \$ 28,095,980 | \$ - | \$ - | \$ 1,152,484 | RW |
| Innovista 3 (Williams St.) | | | \$ 3,359,602 | \$ - | \$ - | \$ - | NS |
| Shop Road Extension Phase 1 | \$ | 71,800,000 | \$ 32,824,162 | \$ 3,758,565 | \$ - | \$ 12,406,663 | CO |
| Shop Road Extension Phase 2 | | | \$ 42,734,403 | \$ - | \$ - | \$ - | NS |
| Kelly Mill Road | \$ | 4,500,000 | \$ 4,500,000 | \$ - | \$ - | \$ - | NS |
| Commerce Drive Improvements | \$ | 5,000,000 | \$ 5,000,000 | \$ - | \$ - | \$ - | NS |
| Neighborhood Improvement Projects | \$ | 63,000,000 | \$ 63,000,000 | \$ 180,000 | \$ 180,000 | \$ 1,624,987 | Various |
| Total Special Projects | \$ | 198,300,000 | \$ 202,058,565 | \$ 3,938,565 | \$ 180,000 | \$ 36,645,399 | |
| INTERCHANGE (I-20 / Broad River Road) | \$ | 52,500,000 | \$ 52,500,000 | \$ - | \$ - | \$ - | NS |
| DIRT ROAD PAVING | \$ | 45,000,000 | \$ 45,000,000 | \$ - | \$ - | \$ 9,703,350 | Various |
| RESURFACING | \$ | 40,000,000 | \$ 41,400,000 | \$ 1,400,000 | \$ - | \$ 13,735,499 | Various |
| PROGRAM (traffic studies / plans / mitigation bank) | \$ | 1,559,844 | \$ 9,545,236 | \$ - | \$ (7,985,392) | \$ 9,545,236 | - |
| TOTAL ROADWAY PROJECTS | \$ | 656,020,644 | \$ 841,204,132 | \$ 31,870,238 | \$ (153,313,249) | \$ 148,367,933 | |
| BIKE/PED/GREENWAY (Referendum Total = \$80.9M) | | | | | | | |
| GREENWAY PROJECTS | | | | | | | |
| Three Rivers Greenway Extension 1 | \$ | 7,902,242 | \$ 7,902,242 | \$ - | \$ - | \$ 2,091,912 | CO |
| Lincoln Tunnel Greenway | \$ | 892,739 | \$ 1,513,822 | \$ 323,680 | \$ (297,403) | \$ 1,469,050 | Complete |
| Gills Creek A (Lake Katherine to Congaree) | \$ | 2,246,160 | \$ 2,246,160 | \$ - | \$ - | \$ 155,047 | PE |
| Smith/Rocky Branch C (Rocky Branch to Harden) | \$ | 901,122 | \$ 901,122 | \$ - | \$ - | \$ 1,795 | NS |
| Gills Creek B (Wildcat Creek/Fort Jackson) | \$ | 2,785,897 | \$ 2,785,897 | \$ - | \$ - | \$ - | NS |
| Smith/Rocky Branch B (Clement Rd to Colonial Dr) | \$ | 1,415,316 | \$ 1,415,316 | \$ - | \$ - | \$ - | NS |
| Smith/Rocky Branch A (Three Rivers to Clement Rd) | \$ | 431,183 | \$ 431,183 | \$ - | \$ - | \$ - | NS |
| Gills Creek North C (Trenholm to Lake Katherine) | \$ | 344,667 | \$ 344,667 | \$ - | \$ - | \$ - | NS |
| Crane Creek A (Monticello Rd to Three Rivers) | \$ | 1,541,816 | \$ 1,541,816 | \$ - | \$ - | \$ - | NS |
| Crane Creek B (to Smith Branch) | \$ | 460,315 | \$ 460,315 | \$ - | \$ - | \$ - | NS |
| Columbia Mall Greenway | \$ | 648,456 | \$ 648,456 | \$ - | \$ - | \$ - | NS |
| Polo Road / Windsor Lake Boulevard Connector | \$ | 385,545 | \$ 385,545 | \$ - | \$ - | \$ - | NS |
| Woodbury / Old Leesburg Connector | \$ | 116,217 | \$ 116,217 | \$ - | \$ - | \$ - | NS |
| Crane Creek C (Crane Forest) | \$ | 793,908 | \$ 793,908 | \$ - | \$ - | \$ - | NS |
| Dutchman Boulevard Connector | \$ | 105,196 | \$ 105,196 | \$ - | \$ - | \$ - | NS |
| Total Greenway Projects | \$ | 20,970,779 | \$ 21,591,862 | \$ 323,680 | \$ (297,403) | \$ 3,717,804 | |
| BIKEWAY PROJECTS | \$ | 22,008,773 | \$ 22,008,773 | \$ - | \$ - | \$ 113,255 | Various |
| SIDEWALK PROJECTS | \$ | 26,926,370 | \$ 26,926,370 | \$ 3,482,579 | \$ 3,482,579 | \$ 2,614,368 | Various |
| PEDESTRIAN IMPROVEMENT PROJECTS | \$ | 2,836,080 | \$ 1,133,694 | \$ - | \$ 1,702,386 | \$ 62,383 | CO |
| Undesignated | \$ | 8,146,354 | \$ - | \$ - | \$ 8,146,354 | \$ - | |
| TOTAL BIKE / PED / GREENWAY | \$ | 80,888,356 | \$ 71,660,699 | \$ 3,806,259 | \$ 13,033,916 | \$ 6,507,810 | |
| OTHER PROGRAM COSTS | \$ | 333,091,000 | \$ 333,091,000 | \$ - | \$ - | \$ 129,395,431 | |
| TOTAL PROGRAM | \$ | 1,070,000,000 | \$ 1,245,955,831 | \$ 35,676,497 | \$ (140,279,333) | \$ 284,271,174 | |

*NS = Not Started; PE = Preliminary Engineering; RW = Right-of-Way; CO = Construction

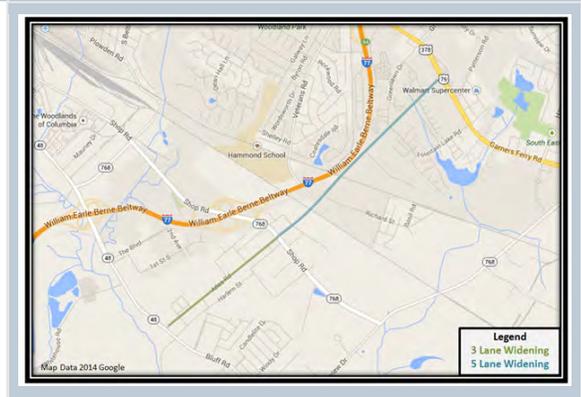
Widenings Category Summary & Recommendations

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PROJECT: 271 ATLAS RD WIDENING

| | |
|------------------------|--|
| Scope | The proposed scope recommends a 3-lane (2 travel lanes with a center turn lane) widened roadway from Bluff Road to Shop Road and then a 5-lane (4 travel lanes with a center turn lane) roadway from Shop Road to Garners Ferry Road. These improvements will accommodate bicyclists through the use of 4-foot on-street bike lanes and provide for pedestrians through the use of 5-foot sidewalks constructed behind the curb. |
| SCDOT PIN | P029310 |
| Project Length | 2.80 miles |
| District | 10, 11 |
| Project Manager | Raven Gambrell |
| Design | Cox & Dinkins, Inc. |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2015) | Design (2040) |
|-----------------------------------|-----------------|---------------|
| Atlas Road (Urban Minor Arterial) | | |
| Bluff to Shop | 5,500 | 8,200 |
| Shop to Garners Ferry | 10,500 | 13,500 |

ACCIDENT DATA – Jan 2012-Feb 2015 (3.2 years)

| Project / Segment | Crashes | Notes |
|-------------------|---------|--|
| Atlas Road | 100 | 44% rear-end crashes, 34% intersection-related, 22% other (1 fatality) |

PROJECT COSTS

| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|--|-------------------------------------|
| \$17.6 million | \$41.7 million |
| Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals | |

The proposed Atlas Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- (2) Railroad Crossings – Norfolk/Southern and CSX;
- (1) New, triple box culvert under Atlas Road;
- (1) Extension of existing box culvert under Atlas Road;
- Extensive improvements at the Atlas Road / Garners Ferry Road intersection to include the addition of dual, left turns and dedicated right turning lanes;
- Relocations of AT&T utility equipment.

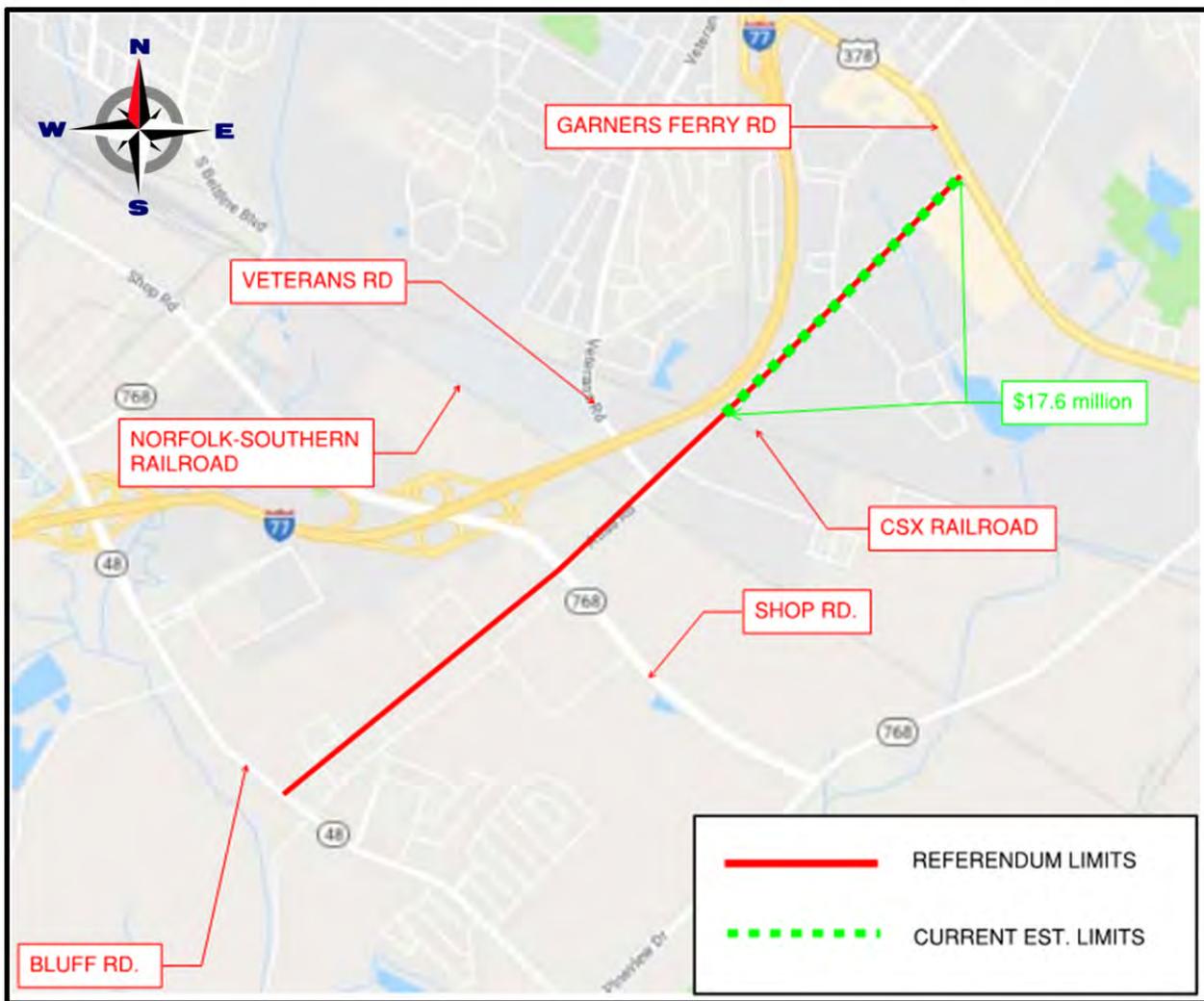
Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.2 miles.

The potential limits of improvements, per the reduced scope, would assume a 5-lane widening from just east of the CSX Railroad crossing to Garners Ferry Rd, to include the necessary geometric improvements at the intersection – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017).

The area of improvements reflective of the reduced scope is indicative of the highest traffic volumes and incidence of accidents.

Roadway widening projects typically terminate at crossing routes that are traffic generators (ie: Shop Rd); therefore, coordination with SCDOT would be required to justify the limited improvements and to verify that the reduced termini would not cause any undue traffic issues. It is likely that SCDOT would not be supportive of this alternative due to limited benefits.

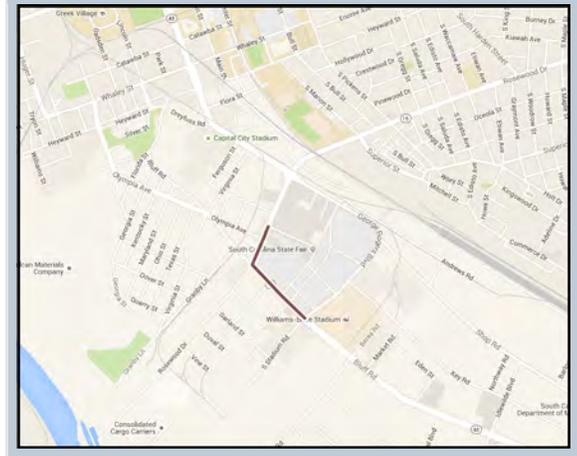


Atlas Road Widening Project Map

Recommendation: Construct entire project as defined in referendum (Bluff Road to Garners Ferry Road). Design and Right-of-Way Acquisitions are nearly complete and construction can begin in late 2018.

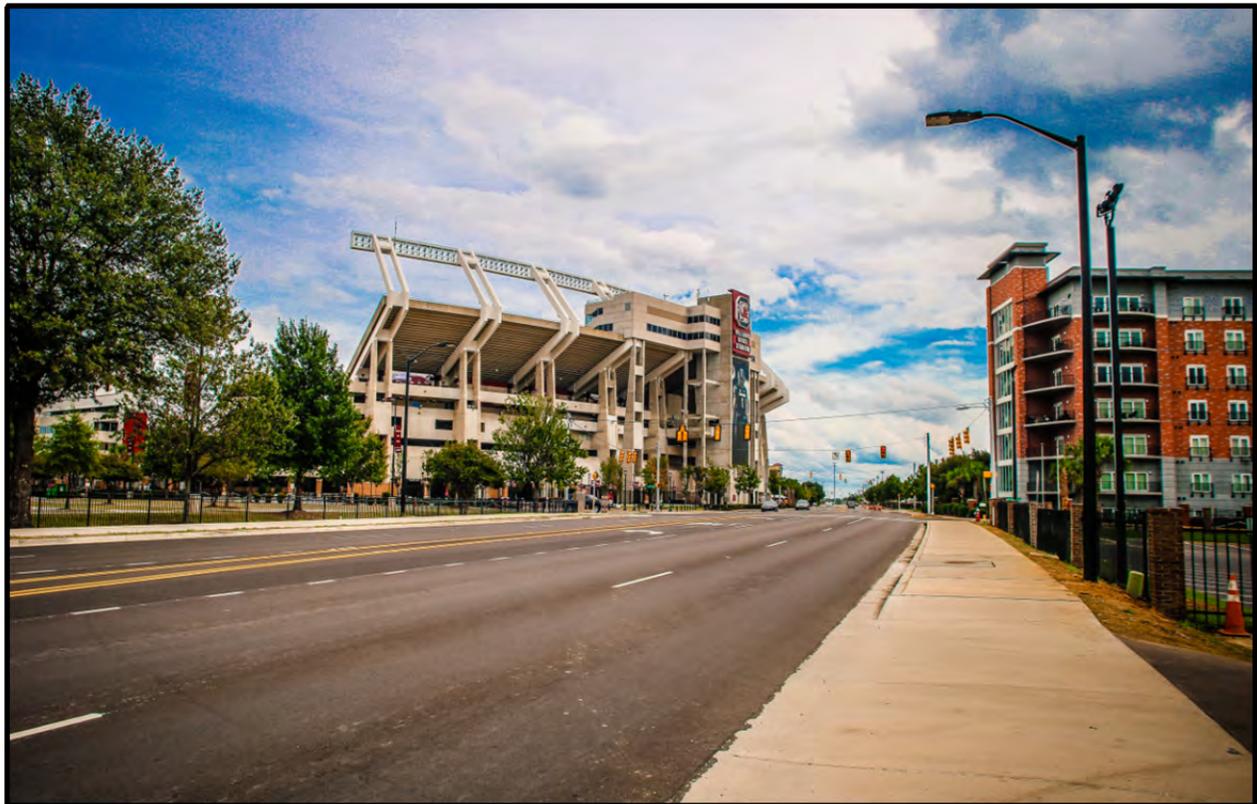
PROJECT: 425 BLUFF RD WIDENING PH. 1

| | |
|------------------------|--|
| Scope | The scope recommended a 5-lane (4 travel lanes with center turn lane) widened roadway with bicycle and pedestrian accommodations from Rosewood Drive to George Rogers Blvd. Additionally, a sidewalk was added along Rosewood Drive from the SC State Fair entrance to Bluff Road. Budget includes \$1M in Federal GuideShare funds and \$800K in CTC funds. |
| SCDOT PIN | 0041846 |
| Project Length | 0.50 miles |
| District | 10 |
| Project Manager | Raven Gambrell |
| Design | Parrish & Partners, LLC |
| Construction | Cherokee, Inc. |



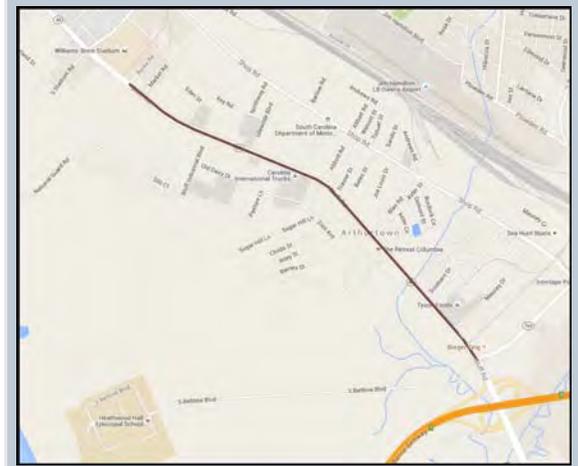
The referendum funding for this project (along with Bluff Road Widening Phase 2, see next page) included a total of \$16.7 million. The total cost for this project was approximately \$9.3 million; however, \$1 million was contributed via Federal GuideShare funds and \$800 thousand via SCDOT CTC funding. Therefore, the total cost for this project from referendum funding was approximately \$7.5 million, with a remainder of \$9.2 million for the Bluff Road Widening Phase 2 project.

Project Complete



PROJECT: 272 BLUFF RD WIDENING PH. 2

| | |
|------------------------|--|
| Scope | The proposed scope recommends a 5-lane (4 travel lanes with center turn lane) widened roadway with shared-use paths for bicyclists and pedestrians from National Guard Rd/Berea Rd to South Beltline Boulevard. The proposed 5-lane widened section will transition to the existing 4-lane divided roadway at South Beltline. The bicycle and pedestrian accommodations would terminate at South Beltline Boulevard. |
| SCDOT PIN | P028861 |
| Project Length | 2.00 miles |
| District | 10 |
| Project Manager | Raven Gambrell |
| Design | Parrish and Partners, LLC |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2015) | Design (2040) |
|----------------------|-----------------|---------------|
| Bluff Road - Phase 2 | 22,600 | 29,800 |

ACCIDENT DATA – Jan 2011-Oct 2014 (3.8 years)

| Project / Segment | Crashes | Notes |
|----------------------|---------|---|
| Bluff Road - Phase 2 | 281 | 53% rear-end crashes, 43% intersection-related, 4% other (1 fatality) |

PROJECT COSTS

| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|--|-------------------------------------|
| \$16.7 million ¹ (\$9.2 million) ² | \$40.3 million |

¹ Includes Phase 1 and Phase 2 project limits, ² Remaining value from Phase 1 construction

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

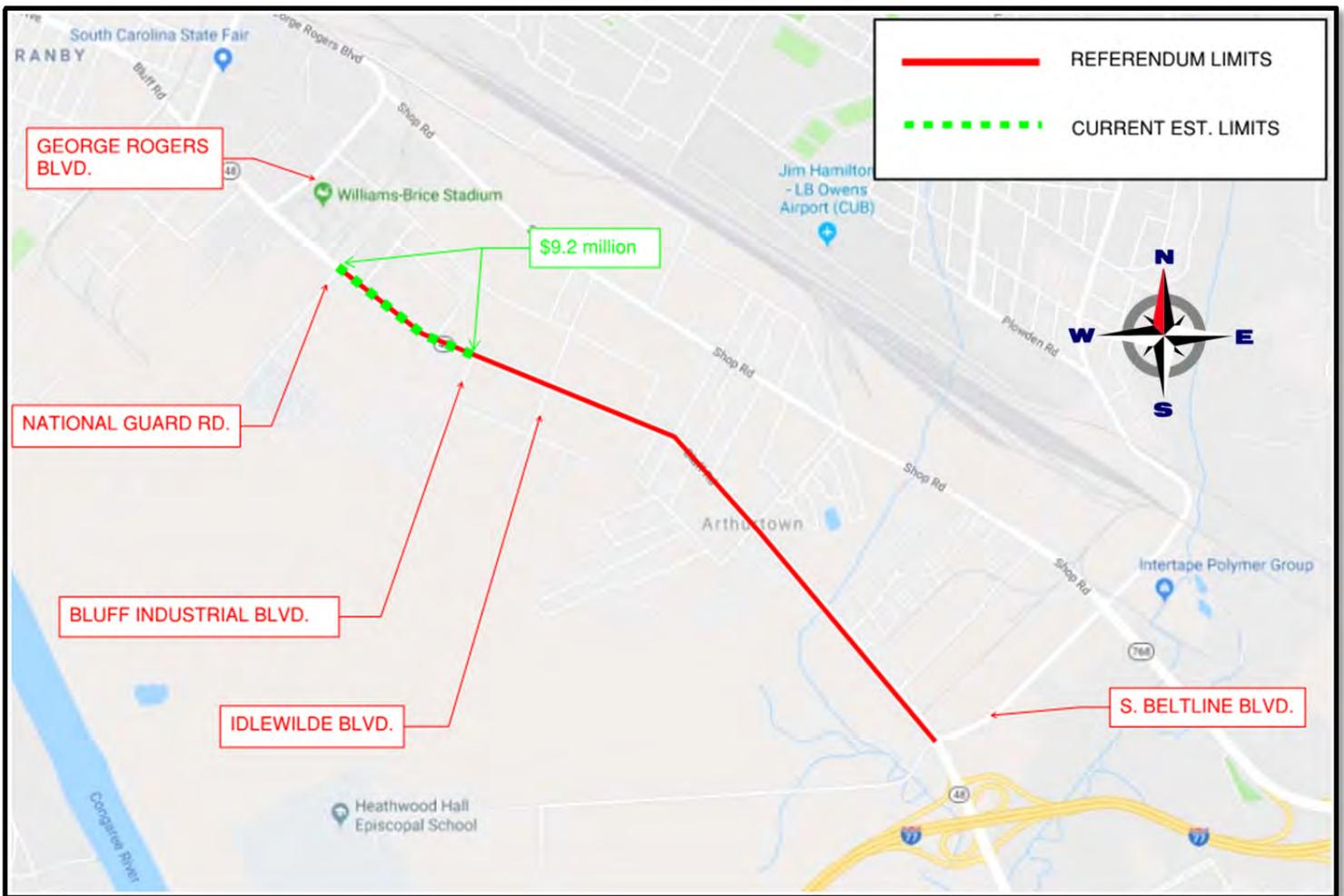
The proposed Bluff Road – Phase 2 improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- Approximately 750 feet of grade change (approximately 5 – 7 feet vertically) along Bluff Rd crossing Gills Creek Tributary (full-depth reconstruction of pavement);
- (1) New, dual 8’x10’ box culvert at Gills Creek Tributary (replaces existing box culvert);
- Approximate 350 feet (straight-line) relocation of Gills Creek Tributary (jurisdictional stream) requiring extensive permitting efforts and stream mitigation costs;
- Extensive drainage outfall design and construction (includes purchase of new right of way for outfall), south of Simmons St;
- Due to industrial character of the majority of project corridor, utility costs would be greater than typical.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 0.5 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening beginning at National Guard Road / Berea Road and ending at Bluff Industrial Boulevard – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The proposed improvements would extend the existing roadway typical section, west of National Guard Road, to tie into the existing 4-lane typical section at Bluff Industrial Boulevard. Approximately 18% of accidents within the Bluff Road Widening corridor occurred at the Bluff Industrial Boulevard intersection; therefore, terminating improvements at this location is logical. The majority of the accidents at this location include rear-end and angle-type accidents, typical of intersection-related crashes. The proposed addition of a center median and improving sight distance issues would potentially assist with reducing crashes at this intersection. Coordination with SCDOT would also be required to justify the limited improvements and to verify that the reduced termini would not cause any undue traffic issues.

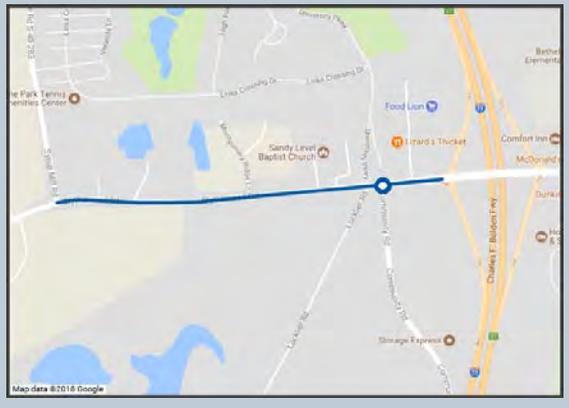


Bluff Road Widening – Phase 2 Project Map

Recommendation: As the existing corridor is a 4-lane roadway with left turn lanes at major intersections, this project would not improve traffic capacity or provide significant safety improvements. The improvements proposed by this project would consist of providing shared-use paths for bicycle and pedestrian access and improving the potential for overtopping at the Gills Creek Tributary crossing. Defer this project until other widenings are complete or additional funds are identified.

PROJECT: 273 BLYTHEWOOD RD WIDENING (SYRUP MILL ROAD TO I-77)

| | |
|------------------------|--|
| Scope | The proposed scope recommends a 5-lane (4 travel lanes with a center turn lane) improvement from I-77 west to Syrup Mill Road. Provisions for bicycle and pedestrian accommodation are proposed through the construction of offset, shared-use paths. This project also includes the Phase 2 roundabout at the intersection of Community Rd and Cobblestone. |
| SCDOT PIN | P030152 |
| Project Length | 0.80 miles |
| District | 02 |
| Project Manager | Ben Lewis |
| Design | Parrish & Partners, LLC |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2016) | Design (2041) |
|--------------------------------------|-----------------|---------------|
| Blythewood Road (Syrup Mill to I-77) | 11,000 | 15,200 |

ACCIDENT DATA – Jan 2013 – Dec 2015 (3.0 years)

| Project / Segment | Crashes | Notes |
|--------------------------------------|---------|---|
| Blythewood Road (Syrup Mill to I-77) | 19 | 42% rear-end crashes, 37% intersection-related, 21% other (zero fatalities) |

PROJECT COSTS

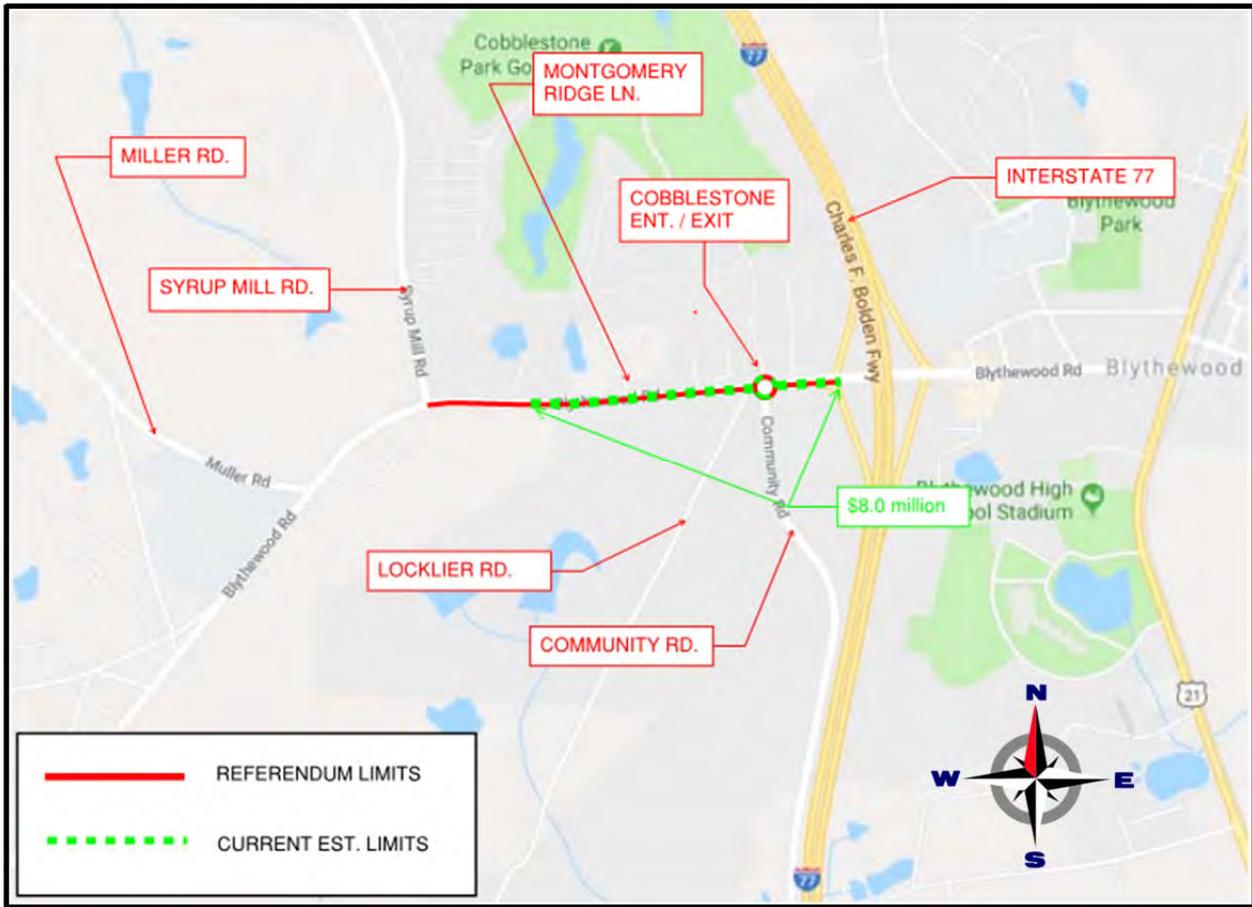
| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|--|-------------------------------------|
| \$8.0 million | \$10.4 million |
| Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals | |

The proposed Blythewood Road improvements (I-77 to Syrup Mill Rd) are typical of a standard roadway widening project; therefore, significant increases in construction costs can be attributed as the reason for the difference between the 2012 referendum and current cost estimate (2017) values. The project does include one design specific detail which affects the overall cost estimate increase for this project. The project includes a double-lane roundabout at the intersection of Cobblestone and Community Road. The proposed roundabout is actually specified as part of the future Blythewood Road Phase 2 improvements; however, included as part of the current widening. Approximately 80% of the accidents within the project corridor occur between I-77 southbound ramps and the intersection of Cobblestone and Community Road. The proposed roundabout to be constructed at this intersection is a documented intersection alternative to promote safety and speed reductions.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would also be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 0.6 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening beginning at the I-77 southbound exit / entrance ramps and extending westward along Blythewood Road to a point between Montgomery Ridge Lane and Syrup Mill Road, approximately 0.20 miles short of the referendum limits, while also retaining the proposed double-lane roundabout at the intersection of Cobblestone and Community Road – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The proposed, reduced scope limits would require extensive and additional coordination with SCDOT as the project would not terminate at a logical termini (Syrup Mill Road). Per the previous traffic study conducted for this project, a 5-lane widening is necessary between I-77 and Syrup Mill Road to convey existing and future traffic volumes.

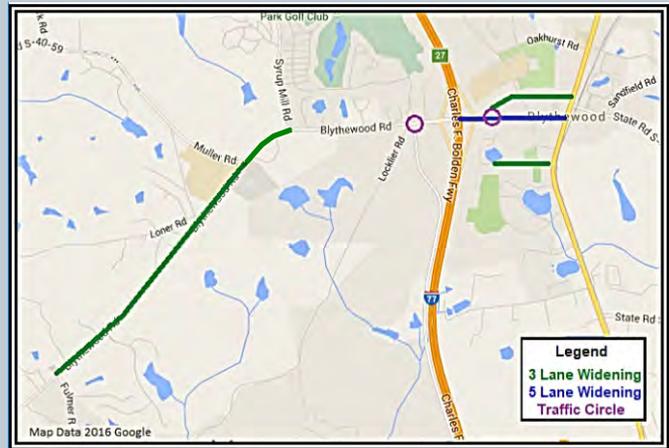


Blythewood Road Widening Project Map

Recommendation: Construct entire project as defined in referendum (I-77 to Syrup Mill Road). Design is complete through 70% construction plans and rights-of-way acquisitions are planned to begin in the 3rd quarter of 2018.

PROJECT: 274 BLYTHEWOOD ROAD WIDENING AND IMPROVEMENTS

| | |
|-----------------------|--|
| Scope | The proposed scope recommends the widening of Blythewood Rd from Fulmer to Syrup Mill Rd, McNulty Street improvements, the proposed Creech Connector, I-77 to Main St and a traffic circle at Blythewood Rd/Creech Rd (traffic circle at Blythewood Rd/Cobblestones to be completed with Phase 1). |
| Project Length | |
| District | 02 |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing | Design |
|--------------------------------------|----------|--------|
| Blythewood Road Alternative Projects | N/A | N/A |

ACCIDENT DATA

| Project / Segment | Crashes | Notes |
|--------------------------------------|---------|-------|
| Blythewood Road Alternative Projects | N/A | N/A |

PROJECT COSTS

Referendum Total (2012)

\$21.0 million

Current Estimate (2017 Q4 Estimate)

\$26.2 million

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

The Blythewood Road Widening & Improvements project includes (5) independent projects, of which, one has been incorporated into the Blythewood Road Widening project between I-77 and Syrup Mill Road (RPP Project No. 273, above). The improvements within the Town of Blythewood and surrounding areas, as part of this project, includes two widening corridors, a street-scaping project within town limits, a roadway extension on new location within town limits and a roundabout. No preliminary design or detailed evaluation has been conducted on these projects to-date. Upon initiation of design services, each project area will be evaluated in regards to traffic conditions (existing and future), accident data and proposed improvements and potential impacts.

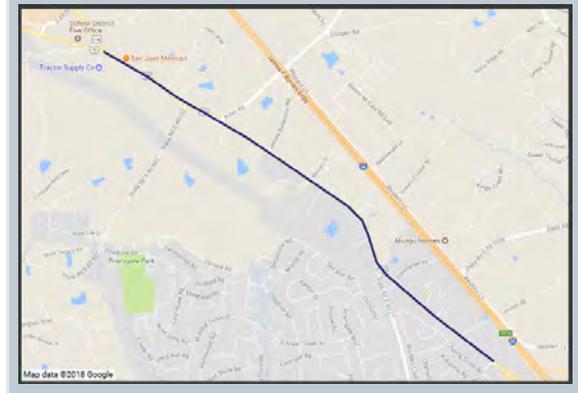
Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be evaluated and reduced. For this project, the individual improvement areas would likely need prioritized in conjunction with the Town of Blythewood and in coordination with SCDOT. It is likely that one or more of the included projects would need to be removed in order to maintain the referendum constraints.

Recommendation: Initiate design studies for the four (4) remaining projects immediately. Upon development of more detailed cost estimates specific to each project and upon coordination with County, SCDOT and the Town of Blythewood, adjust the scope and scale of the projects accordingly.

PROJECT: 275 BROAD RIVER RD WIDENING

| | |
|------------------------|---|
| Scope | The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) between Royal Tower Drive and Dutch Fork Road. Bicycle and pedestrian accommodations shall include on-street bike lanes and sidewalks. |
| SCDOT PIN | P029344 |
| Project Length | 2.50 miles |
| District | 01 |
| Project Manager | Ben Lewis |
| Design | CECS, Inc. |



The original referendum scope for this project included improvements along Broad River Road from Royal Tower Road to I-26 (at the Peak Exit). Upon holding a public meeting and evaluating the total cost for these project limits; County Council approved the revised (current) termini in March 2017 to terminate the improvements at Dutch Fork Road.

TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2016) | Design (2043) |
|--------------------------|------------------------|----------------------|
| Broad River Road | 22,300 | 34,200 |

ACCIDENT DATA – Jan 2013 – Dec 2015 (3.0 years) (Royal Tower to Dutch Fork)

| Project / Segment | Crashes | Notes |
|--------------------------|----------------|--|
| Broad River Road | 161 | 71% rear-end crashes, 21% intersection-related, 8% other (zero fatalities) |

PROJECT COSTS

Referendum Total (2012)

\$29.0 million

Current Estimate (2017 Q4 Estimate)

\$39.7 million (Royal Tower to Dutch Fork)

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

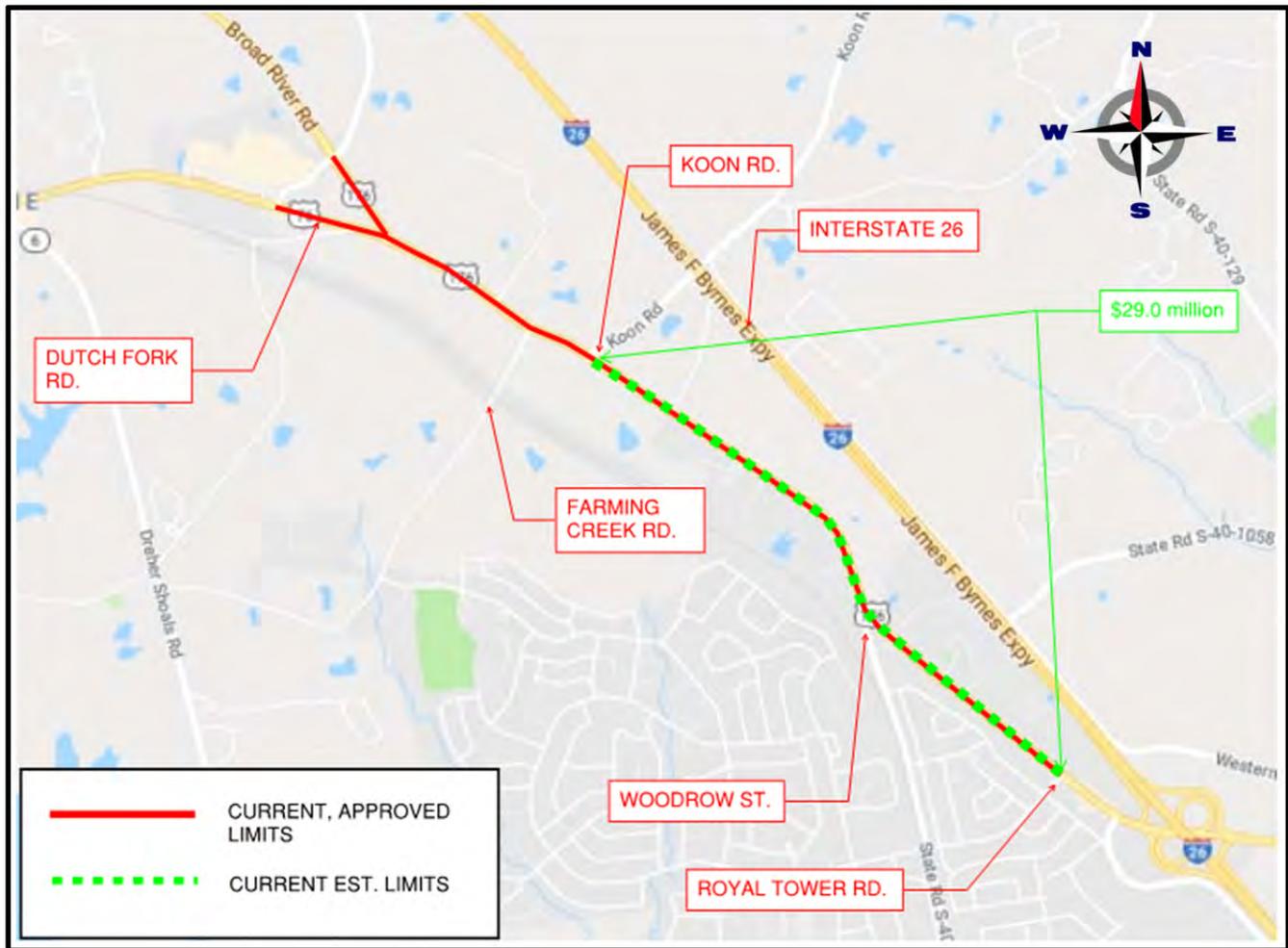
The proposed Broad River Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project, including the program-wide significant increases in construction costs. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- (1) 10'x10' box culvert extension (assumed at this time, further hydraulics study could reflect need for replacement or widening)
- Intersection realignment of Woodrow Street and Broad River Road;
- Alignment shifts / modifications along Broad River Road to correct sub-standard horizontal geometry;
- Improvements at the intersection of Broad River Road and Dutch Fork Road to include lane geometry and intersection alignment modifications;
- Potential City of Columbia 24 inch water line relocation;
- Potential retaining walls to reduce / eliminate impacts to adjacent properties.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.8 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening, beginning at Royal Tower Road (tying to existing 5-lane roadway section) and extending west to terminate at Koon Road - see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). Koon Road is a potential logical terminus as it is a collector roadway that distributes traffic onto / from Broad River Road. However, coordination with SCDOT would be required in order to evaluate and verify the reduced project limits would not cause any undue traffic issues.



Broad River Road Widening Project Map

Recommendation: Due to high volumes of existing and future traffic, construct the project from Royal Tower Road to Dutch Fork Road per the Council-approved action in March 2017.

PROJECT: 276 CLEMSON RD WIDENING

| | |
|------------------------|--|
| Scope | The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) from Old Clemson Rd. to Sparkleberry Crossing with shared-use paths for bicyclists and pedestrians between Old Clemson Road and Chimneyridge Drive. |
| SCDOT PIN | P028858 |
| Project Length | 1.90 miles |
| District | 09, 10 |
| Project Manager | Raven Gambrell |
| Design | Holt Consulting Company, LLC |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2015) | Design (2040) |
|-------------------|-----------------|---------------|
| Clemson Road | 23,900 | 34,700 |

ACCIDENT DATA – Jan 2011 – Oct 2014 (3.8 years)

| Project / Segment | Crashes | Notes |
|-------------------|---------|---|
| Clemson Road | 146 | 57% rear-end crashes, 34% intersection-related, 9% other (one fatalities) |

PROJECT COSTS

Referendum Total (2012)

\$23.4 million

Current Estimate (2017 Q4 Estimate)

\$19.6 million

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

The project also includes outside funding through a TAP Grant (\$180 thousand) and Federal Safety Funds (\$800 thousand); therefore, the total cost for this project from referendum funding is approximately \$18.6 million.

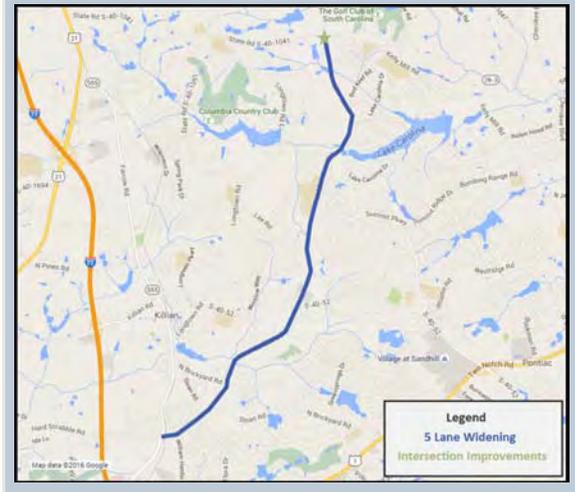
Construct within Original Referendum Amount (Scenario 2): None

Recommendation: Roadway design services and rights-of-way acquisitions have been completed. City of Columbia waterline relocation design is underway and is the last remaining item to complete the project development. Construct entire project as defined in referendum.

PROJECT: 277 HARDSCRABBLE RD WIDENING

Scope The proposed scope includes widening Hard Scrabble Road to four travel lanes and adding a center merge/turn lane. The project will extend from Farrow Road to Kelly Mill Road. Sidewalks, bicycle lanes, and intersection improvements are included. The Richland Penny Program is funding \$29.86M for this project. SCDOT / COATS is funding \$8.4M for right-of-way and \$28.86M for construction as identified in the SCDOT STIP. This project is being managed by the South Carolina Department of Transportation (SCDOT).

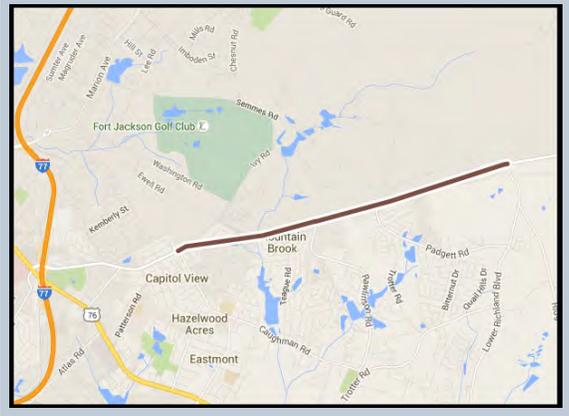
| | |
|------------------------|----------------|
| Project Length | 7.20 miles |
| District | 02, 07, 08, 09 |
| Project Manager | SCDOT |



Project under Construction, administered by SCDOT.

PROJECT: 278 LEESBURG ROAD WIDENING

| | |
|-----------------------|--|
| Scope | The proposed scope includes widening Leesburg Road to four travel lanes and adding a center merge/turn lane from approximately Fairmont Road to Lower Richland Boulevard. Sidewalks, shared-use lanes and intersection improvements are included. The Richland Penny Program is funding a total of \$4.0 million toward the construction of this project, estimated at \$31 million as identified in the SCDOT STIP. This project is being developed and managed by the South Carolina Department of Transportation. |
| Project Length | 3.72 miles |
| District | 10, 11 |



Rights-of-way acquisitions are underway with construction scheduled to begin in 2019. Project administered by SCDOT.

PROJECT: 279 LOWER RICHLAND BLVD WIDENING (RABBIT RUN RD TO GARNERS FERRY RD)

| | |
|-----------------------|---|
| Scope | The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) between Rabbit Run and Garners Ferry Road. |
| Project Length | 0.55 miles |
| District | 11 |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2016) | Design (2043) |
|--------------------------|--------------------|--------------------|
| Lower Richland Boulevard | 2,100 ¹ | 4,000 ² |

¹Per SCDOT 2016 ADT data, ²Assumed 3.0% growth rate

ACCIDENT DATA - Jan 2011-Apr 2014 (3.25 years)

| Project / Segment | Crashes | Notes |
|--------------------------|---------|---|
| Lower Richland Boulevard | 20 | 40% rear-end crashes, 40% intersection-related, 20% other (zero fatalities) |

PROJECT COSTS

Referendum Total (2012)

\$6.1 million

Current Estimate (2017 Q4 Estimate)

\$7.0 million

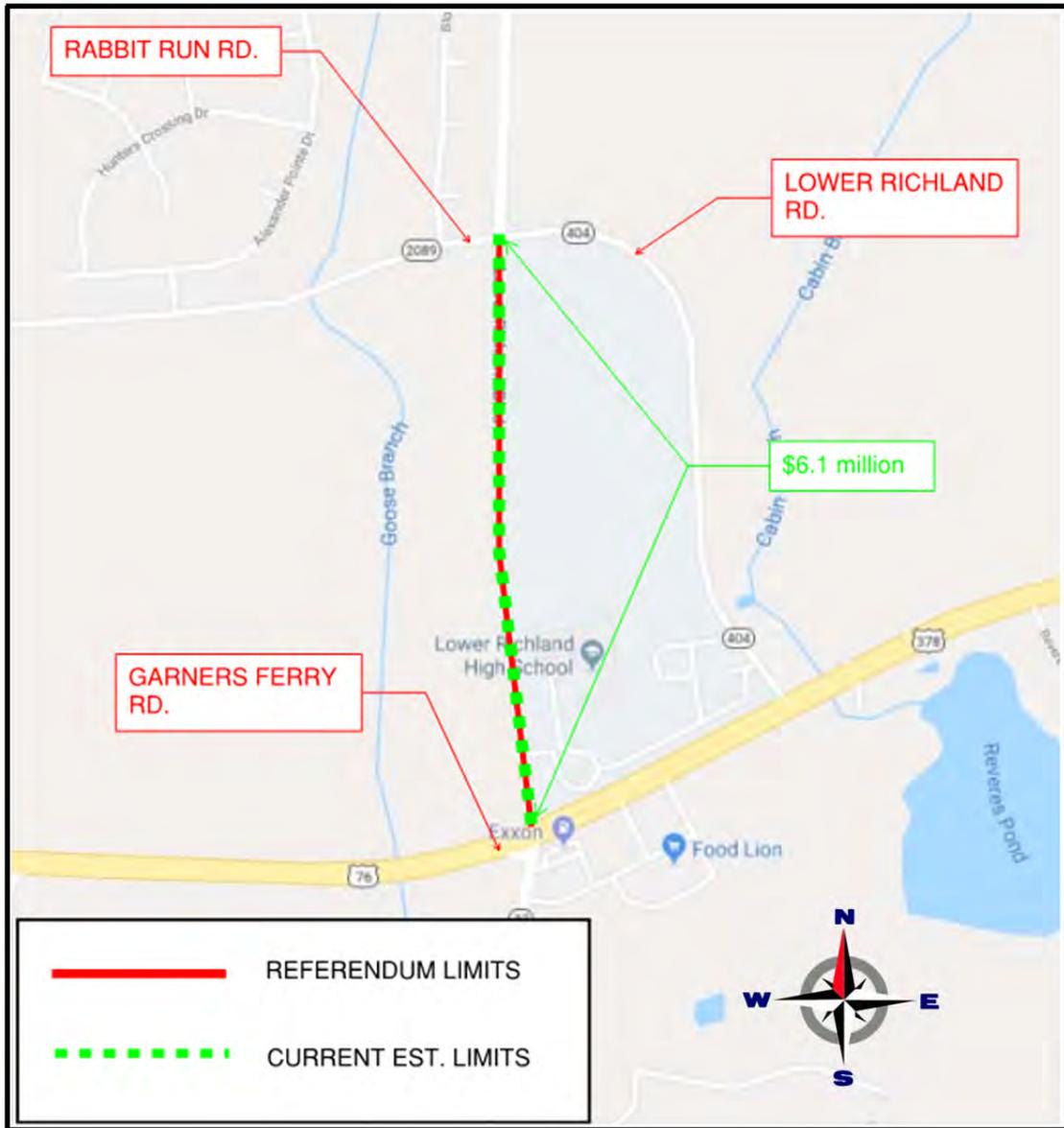
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

Preliminary design has not begun on the Lower Richland Boulevard project; however, review of the proposed project scope and physical observation of existing conditions, the proposed Lower Richland Boulevard improvements are typical of a standard roadway widening project; therefore, the program-wide increases in construction costs can be attributed as the reason for the difference between the 2012 referendum and current cost estimate (2017) values. No design-specific details have been identified to-date that would reflect significant increases in project cost.

The 5-lane typical section would address the rear-end and intersection-related crashes that are evident within this corridor. The addition of the center median would allow storage for left-turning vehicles while maintaining traffic flow for through movements.

Construct within Original Referendum Amount (Scenario 2):

Due to the fact the current estimate is preliminary, with no design having been started and is relatively close to the referendum amount, it is likely that the final cost will be even closer to the referendum amount.

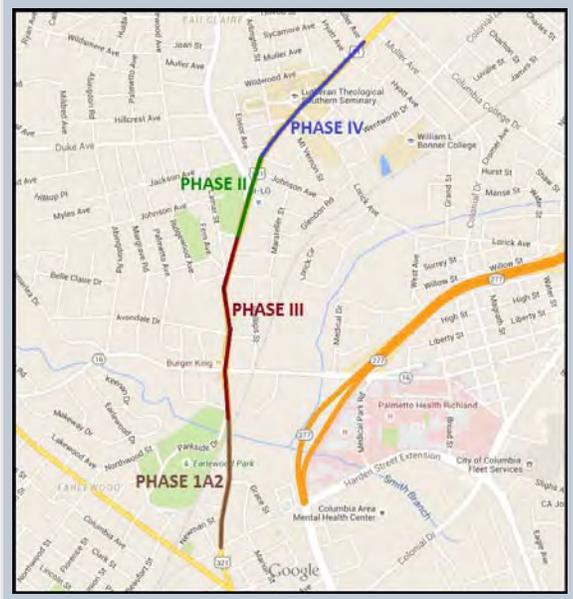


Lower Richland Boulevard Widening Project Map

Recommendation: Construct entire project as defined in referendum (Rabbit Run Road to Garners Ferry Road). Initiate design studies immediately.

PROJECT: 280 NORTH MAIN STREET (PHASES IA2 & III; II & IV) WIDENING

Scope The proposed scope recommends improving the existing deteriorating roadway surface by repaving, improving roadway aesthetics by using imprinted and textured pavement stamping for designated crosswalks and landscape improvements where appropriate, improving night safety with street lighting, and improving pedestrian routes and crosswalks. Other proposed improvements include relocating overhead utilities to underground. In addition to the \$30M in funding from the Richland Transportation Penny program, this project is also being funded with a \$16.65M Tiger Grant, a \$1.3M Federal Earmark and \$5.4M from the City of Columbia for water and sewer work.



| | |
|------------------------|-------------------------------|
| Project Length | 1.70 miles |
| District | 04 |
| Project Manager | Kevin Sheppard |
| Design | (Managed by City of Columbia) |
| Construction | LJ Construction Inc |

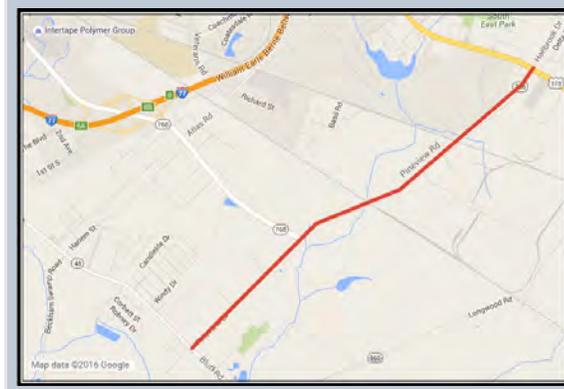
Construct within Original Referendum Amount (Scenario 2): None

Project under Construction.



PROJECT: 281 PINEVIEW RD WIDENING

Scope The proposed scope recommends to retain the existing 2-lane roadway from Bluff Road to Metal Park Drive while providing for bicycle and pedestrian accommodations through the use of an offset shared-use path along one side of the road. Widening of Pineview Road to provide a turn lane at Bluff Road will also be provided. A 3-lane roadway (1 travel lane in each direction with a center turn lane) is to be provided from Metal Park Drive to Shop Road. A 5-lane (4 travel lanes with a center turn lane) roadway is proposed from Shop Road to Garners Ferry Road. These improvements will accommodate bicyclists through the use of 4 foot on-street bike lanes while providing for pedestrians through the use of 5 foot sidewalks constructed behind the curb.



| | |
|------------------------|------------|
| SCDOT PIN | P029306 |
| Project Length | 2.90 miles |
| District | 10, 11 |
| Project Manager | Ben Lewis |
| Design | CECS |

The original referendum scope for this project included widening of Pineview Road to a 3-lane section between Bluff Road and Shop Road, and a 5-lane section between Shop Road and Garners Ferry Road. Upon holding a public meeting and receiving public comments against the 3-lane section; County Council approved the revised (current) scope in May 2016 to revised the typical section between Bluff Road and Shop Road to construct intersection improvements at Bluff Road and a shared use path, only, to Shop Road. Between Metal Park Road and Shop Road a 3-lane section is still proposed due to the industrial nature of adjacent development and majority of accidents within this area.

TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2015) | Design (2041) |
|-----------------------|-----------------|---------------------|
| Pineview Road | | |
| Bluff to Shop | 3,400 | 4,700 |
| Shop to Garners Ferry | 16,700 | 16,000 ¹ |
| Shop to Garners Ferry | 16,700 | 24,000 ² |

¹ Assumes construction of Shop Rd Ext. Phase 2, ² Assumes no development of Shop Ext Phase 2

ACCIDENT DATA – Jan 2011 – Nov 2013 (2.9 years)

| Project / Segment | Crashes | Notes |
|-------------------|---------|--|
| Pineview Road | 61 | 49% rear-end crashes, 21% intersection-related, 30% other (1 fatality) |

PROJECT COSTS

| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|--|-------------------------------------|
| \$18.2 million | \$40.0 million |
| Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals | |

The proposed Pineview Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

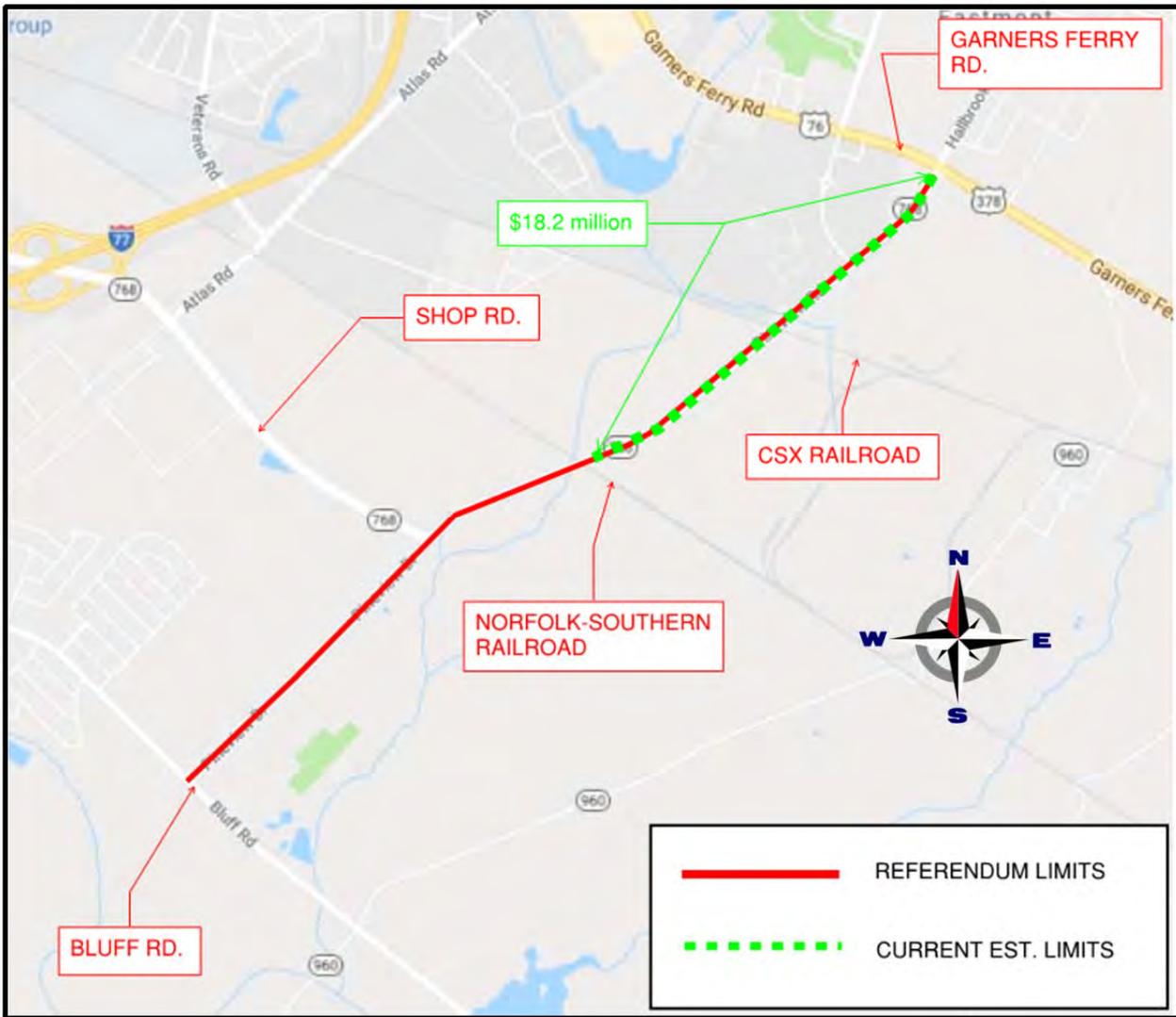
- (2) Railroad Crossings – Norfolk/Southern and CSX;
- (1) New, flat slab 2-lane bridge crossing Reeder Point Branch;
- Overlay, rehabilitation of existing flat slab, 2-lane bridge;
- (1) Extension of existing triple box culvert & widening to provide new 8'x6' section;
- (1) Extension of existing 9'x7' double box culvert;
- (1) Extension of existing 10'x10' box culvert'
- Extensive improvements at the Pineview Road / Garners Ferry Road intersection to include the addition of dual, left turns and dedicated right turning lanes.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.3 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening from just east of the Norfolk-Southern Railroad crossing to Garners Ferry Rd, to include the necessary geometric improvements at the intersection – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The area of improvements reflective of the reduced scope is indicative of the highest traffic volumes and incidence of accidents. Roadway widening projects typically terminate at crossing routes that are traffic generators (ie: Shop Rd); therefore, coordination with SCDOT would be required to justify the limited improvements and to verify that the reduced termini would not cause any undue traffic issues. It is likely SCDOT would not be supportive of this alternative due to limited benefits.

It should also be noted that the current design for Pineview Road assumes that Shop Road Extension – Phase 2 will be developed and constructed in the period between the Pineview Road opening year and design year. The project traffic analysis reflects a reduction in average daily traffic (ADT) between Shop Road and Garners Ferry Road upon the completion of Shop Road Extension – Phase 2. This reduction reflects traffic volumes less than current values (based on 2015 traffic counts); therefore, should Shop Road Extension – Phase 2 be developed and constructed, corridor improvements along Pineview Road may not be necessary.

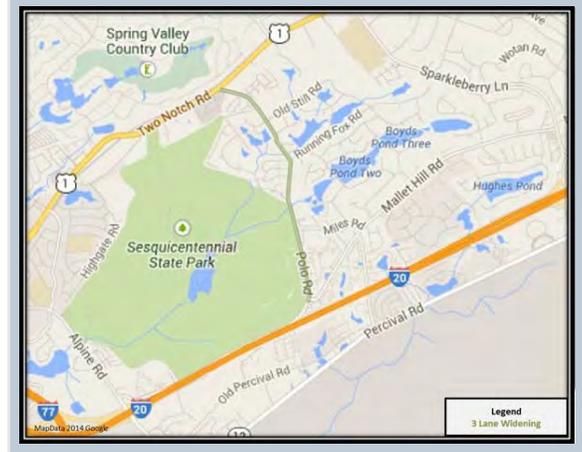


Pineview Road Widening Project Map

Recommendation: Due to the fact that traffic volumes are projected to actually decrease with the construction of Shop Road Extension Phase 2, defer this project until other widenings are complete or additional funding is identified.

PROJECT: 282 POLO RD WIDENING

| | |
|-----------------------|--|
| Scope | The proposed scope recommends a 3-lane (2 lanes with center turn lane) widened roadway from Two Notch Road to Mallet Hill Road. These improvements will accommodate bicyclists through the use of 4 foot on-street bike lanes and provide for pedestrians through the use of 5 foot sidewalks constructed behind the curb. |
| Project Length | 1.90 miles |
| District | 08, 09, 10 |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2016) | Design (2044) |
|-------------------|--------------------|---------------------|
| Polo Road | 8,300 ¹ | 12,600 ² |

¹Per SCDOT 2016 ADT data, ²Assumed 2.0% growth rate

ACCIDENT DATA – Jan 2011 – Nov 2013 (2.9 years)

| Project / Segment | Crashes | Notes |
|-------------------|---------|---|
| Polo Road | 17 | 35% rear-end crashes, 29% intersection-related, 36% other (zero fatalities) |

PROJECT COSTS

| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|-------------------------|-------------------------------------|
| \$12.8 million | \$16.0 million |

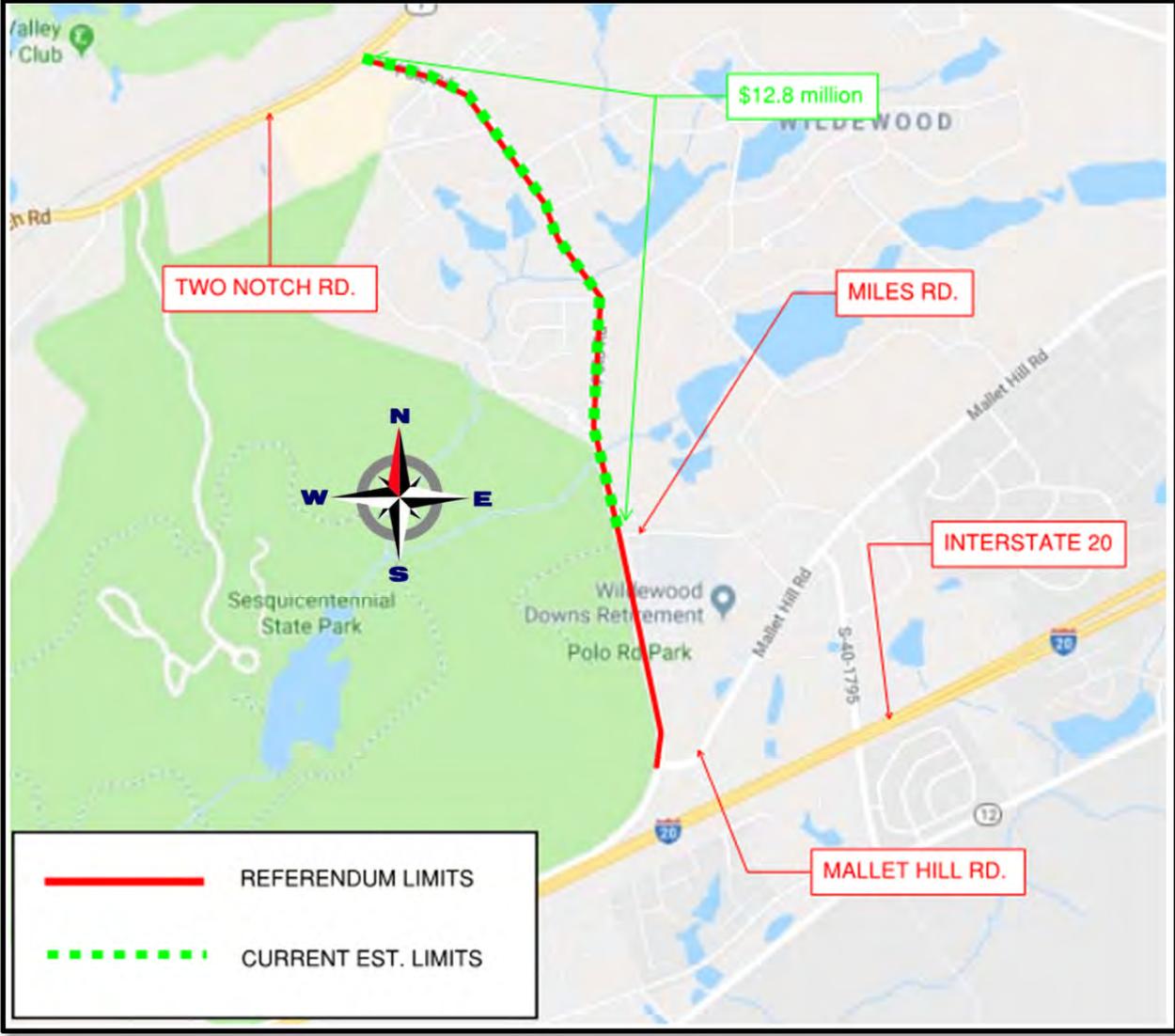
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

Preliminary design has not begun on the Polo Road project; however, review of the proposed project scope and physical observation of existing conditions, the proposed improvements are typical of a standard roadway widening project; therefore, the program-wide increases in construction costs can be attributed as the reason for the difference between the 2012 referendum and current cost estimate (2017) values. No major design-specific details have been identified to-date that would reflect significant increases in project cost. The project would include intersection improvements at certain side roads and termini, specific to lane storage and dedicated turning lanes. The corridor includes a large concentration of residential development, some of which could be affected by the proposed improvements.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.5 miles, less than a half-mile short of the proposed referendum limits.

The recommended limits of improvements, per the reduced scope, would assume a 3-lane widening beginning at the intersection with Two Notch Road and extending south along Polo Road, terminating at the intersection with Miles Road (these limits could also be affected by the final determination of hydraulic requirements at the existing stream crossings). Two Notch Road is a major arterial; therefore, a practical location for the project termini – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The reduced limits would require coordination with SCDOT to study the associated traffic impacts to the remaining portion of Polo Road.



Polo Road Widening Project Map

Recommendation: Construct entire project as defined in referendum from Two Notch Road to Mallet Hill Road. Initiate design studies immediately.

PROJECT: 283 SHOP RD WIDENING

| | |
|------------------------|--|
| Scope | The proposed scope recommends a 5-lane (4 travel lanes with a center turn lane) widened roadway with offset, shared use paths along both sides of the road (for bicycle and pedestrian accommodations) on Shop Road from George Rogers Boulevard to South Beltline Boulevard. The project will include an intersection realignment and reconstruction at George Rogers Blvd. |
| SCDOT PIN | P028862 |
| Project Length | 2.50 miles |
| District | 10 |
| Project Manager | Ben Lewis |
| Design | Mead & Hunt |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2015) | Design (2042) |
|-------------------|-----------------|---------------|
| Shop Road | 15,000 | 19,500 |

ACCIDENT DATA – Jan 2011 – Oct 2014 (3.8 years)

| Project / Segment | Crashes | Notes |
|-------------------|---------|--|
| Shop Road | 82 | 46% rear-end crashes, 25% intersection-related, 29% other (2 fatalities) |

PROJECT COSTS

| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|--|-------------------------------------|
| \$33.1 million | \$60.2 million |
| Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals | |

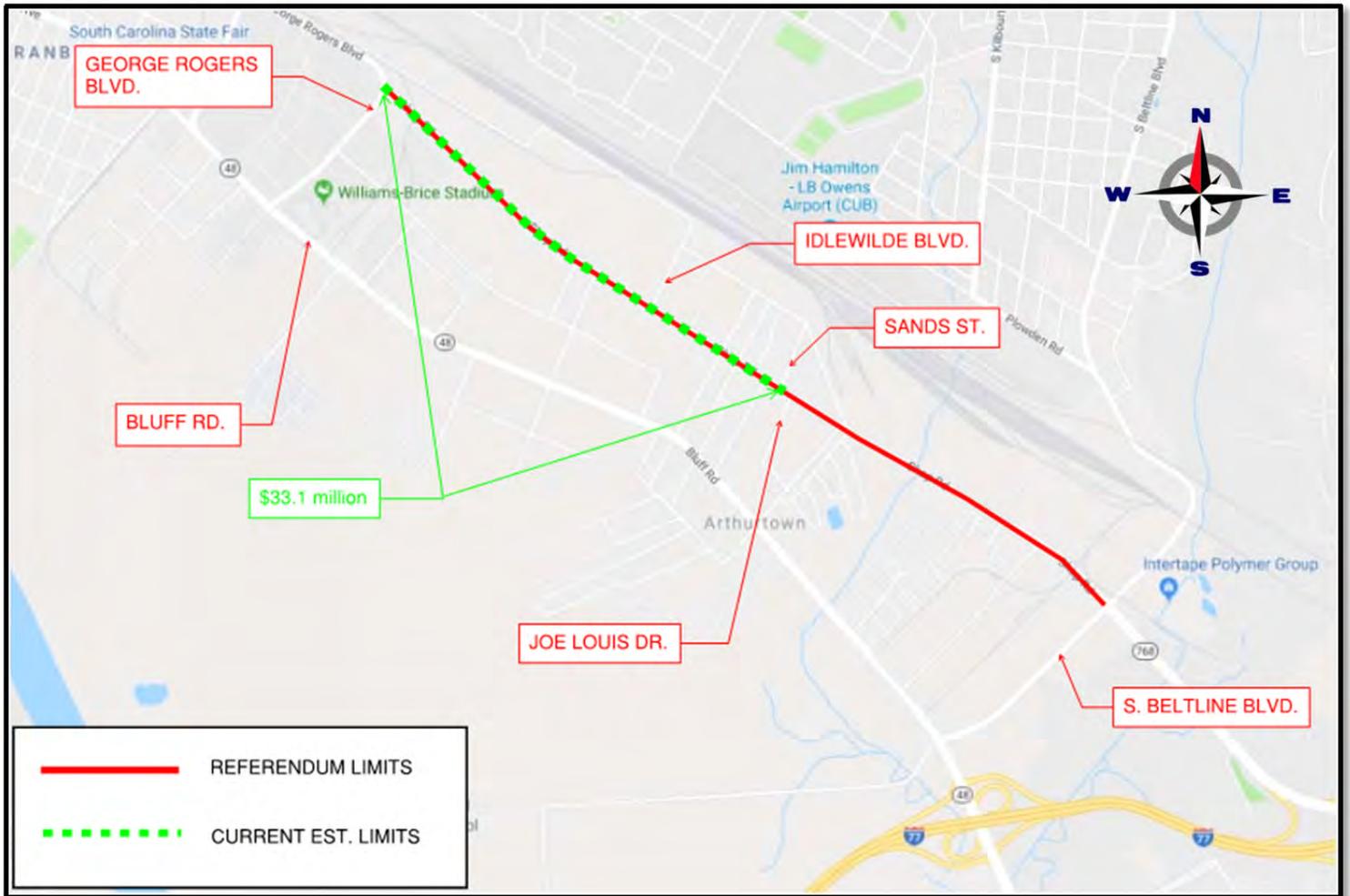
The proposed Shop Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- Intersection realignment / reconfiguration of Shop Road / George Rogers Boulevard / S. Assembly Street
- (2) Railroad Crossings – Norfolk / Southern crossings
- Potential (3) commercial and (3) residential relocations
- Potential relocation of (2) waterlines from under existing pavement, including a City of Columbia water pump station
- Potential relocation of major data and communication hubs that service fairgrounds, SCETV building and Williams-Brice stadium
- Reconstruction of approx. 2,300 feet of drainage outfall (closed system) and acquisition of new right-of-way for outfall (under-sized existing system)

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.4 miles.

The recommended limits of improvements per the reduced scope would assume a 5-lane widening beginning at George Rogers Boulevard (including the realignment / reconfiguration of the intersection) and terminating at Sands Street, just east of the Little Camden neighborhood – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The reduced limits would eliminate one railroad crossing, potential wetland impacts crossing the existing culvert and associated right of way impacts to the developed properties east of the proposed termini. Extensive and additional coordination with SCDOT would be required in order to evaluate and justify the proposed termini and any associated traffic impacts relative to the design change.

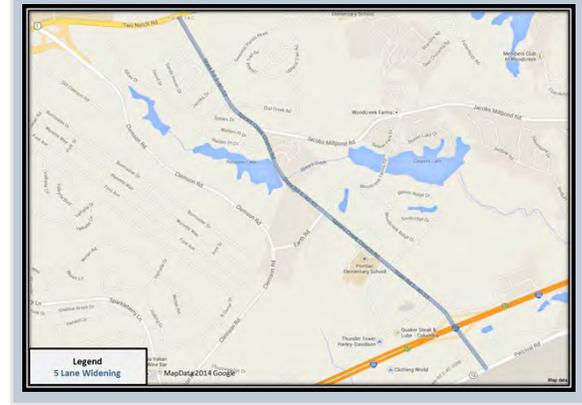


Shop Road Widening Project Map

Recommendation: Construct entire project as defined in referendum from George Rogers Boulevard to S. Beltline Boulevard.

PROJECT: 284 SPEARS CREEK CHURCH RD WIDENING

| | |
|-----------------------|---|
| Scope | The proposed scope recommends a 5-lane (4 travel lanes and a center turn lane) section to accommodate the traffic between Two Notch Road and Percival Road. |
| Project Length | 2.54 miles |
| District | 09, 10 |



TRAFFIC DATA – Average Daily Traffic (ADT)

| Project / Segment | Existing (2016) | Design (2041) |
|--------------------------|---------------------|---------------------|
| Spears Creek Church Road | 10,400 ¹ | 21,800 ² |

¹Per SCDOT 2016 ADT data, ²Assumed 3.0% growth rate

ACCIDENT DATA – Jan 2011 – Apr 2014 (3.25 years)

| Project / Segment | Crashes | Notes |
|--------------------------|---------|---|
| Spears Creek Church Road | 85 | 52% rear-end crashes, 21% intersection-related, 27% other (zero fatalities) |

PROJECT COSTS

| Referendum Total (2012) | Current Estimate (2017 Q4 Estimate) |
|-------------------------|-------------------------------------|
| \$26.6 million | \$49.5 million |

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

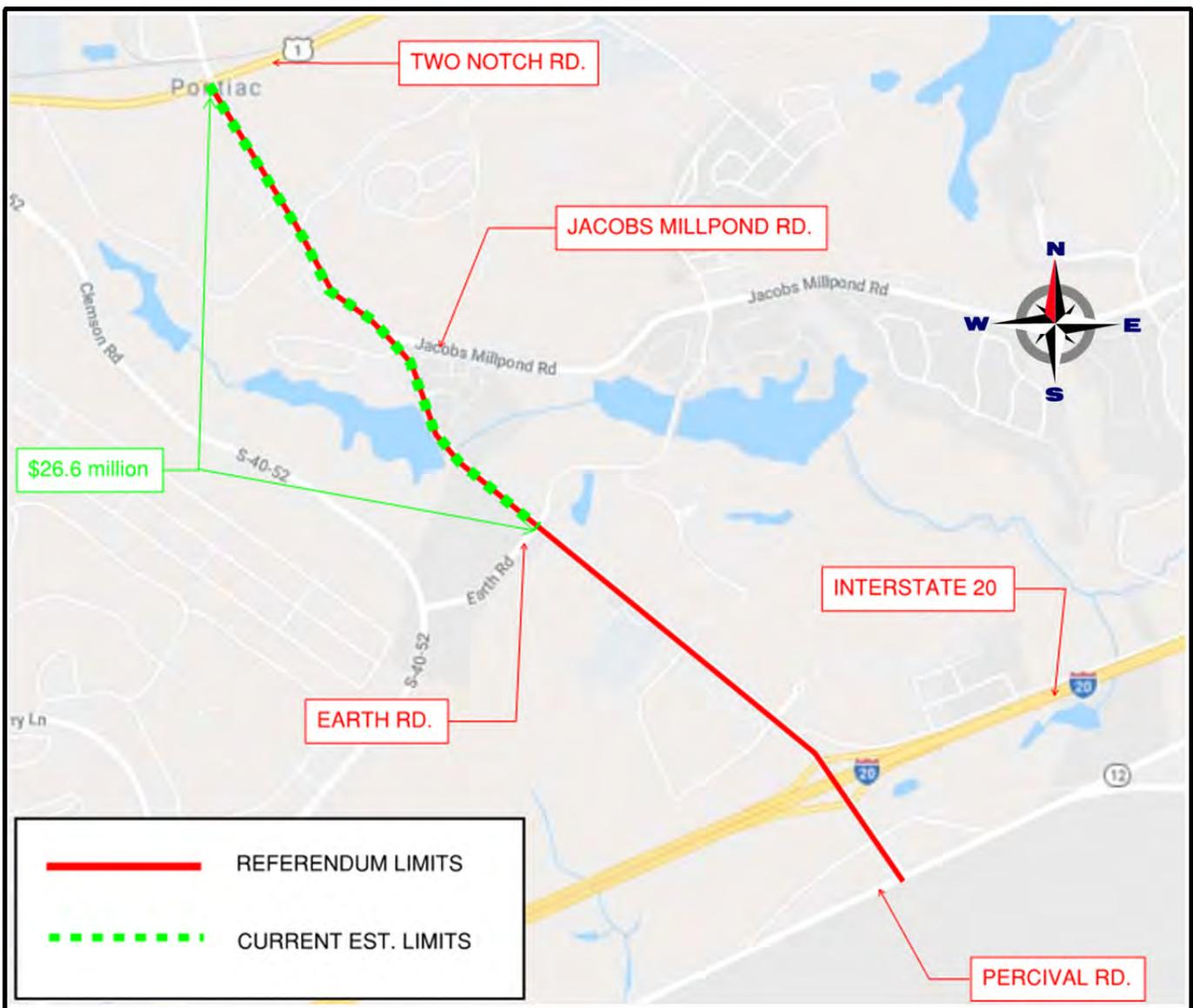
Preliminary design has not begun on the Spears Creek Church Road project; however, review of the proposed project scope and physical observation of existing conditions, the proposed Spears Creek Church Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- Widening or replacement of bridge over I-20 (existing 2-lane bridge);
- Potential median widening of I-20 (for bridge widening pier protection);
- Potential alignment modifications to interstate exit / entrance ramps in order to provide adequate storage;
- Potential culvert replacement and / or raising of profile grade at Walden Pond outfall;
- Potential intersection improvements at Two Notch Rd and Percival Rd (addition of turn lanes; widening of Percival at intersection to provide 3-lane section);
- Potential intersection realignment of Jacobs Millpond Road to correct sub-standard geometry

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.3 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening beginning at the intersection with Two Notch Road and extending south along Spears Creek Church Road, terminating at the intersection with Earth Road. This portion of the corridor is the most congested with adjacent development and thus would address existing safety issues. Two Notch Road is a major arterial; therefore, a practical location for the project termini – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The proposed, reduced scope limits would eliminate any work on the existing bridge over I-20 or the potential for any needed improvements along the interstate or ramps, both of which would be costly and time consuming. The reduced limits would require extensive coordination with SCDOT to study the associated traffic impacts to the remaining portion of Spears Creek Church Road.



Spears Creek Church Road Widening Project Map

Recommendation: Construct the project from Two Notch Road to the I-20 ramps, terminating the project on the north side of the interstate. This reduction in scope removes I-20 bridge widening / replacement and potential interstate and ramp improvements for a savings of approximately \$13.5 million from the current estimate of \$49.5 million. Initiate design studies immediately.

Change Order

RICHLAND COUNTY
 Department of Transportation
 P.O. Box 192
 2020 Hampton St.
 Columbia, S.C. 29201

Order No: 3 (FINAL)
 Contract No: PDT-425-CN-2016
 Project: Bluff Road Widening Phase 1
 Contractor: Cherokee, Inc.

The following changes are hereby made to the
CONTRACT DOCUMENTS:

| Item | Description | Add | Delete | Unit Price | Contract Increase | Contract Decrease |
|---------|--|--------------|--------------|--------------|-------------------|-------------------|
| 1052000 | UTILITY RELOCATION NO.1 | 0.00 | 0.0094736842 | \$370,500.00 | \$ - | \$ 3,510.00 |
| 1052000 | UTILITY RELOCATION NO.2 | 0.1907434550 | 0.00 | \$955,000.00 | \$ 182,160.00 | \$ - |
| 2023000 | REMOVAL AND DISPOSAL OF EXISTING PAVEMENT | 216.05 | 0.00 | \$20.00 | \$ 4,321.00 | \$ - |
| 2033000 | BORROW EXCAVATION | 0.00 | 85.84 | \$25.00 | \$ - | \$ 2,146.00 |
| 2034518 | 18" DIAMETER PIPE ADDITIONAL FOUNDATION WORK | 0.00 | 101.00 | \$40.00 | \$ - | \$ 4,040.00 |
| 2034524 | 24" DIAMETER PIPE ADDITIONAL FOUNDATION WORK | 0.00 | 60.00 | \$50.00 | \$ - | \$ 3,000.00 |
| 2034530 | 30" DIAMETER PIPE ADDITIONAL FOUNDATION WORK | 0.00 | 200.00 | \$55.00 | \$ - | \$ 11,000.00 |
| 2034536 | 36" DIAMETER PIPE ADDITIONAL FOUNDATION WORK | 0.00 | 52.00 | \$70.00 | \$ - | \$ 3,640.00 |
| 2034542 | 42" DIAMETER PIPE ADDITIONAL FOUNDATION WORK | 14.00 | 0.00 | \$85.00 | \$ 1,190.00 | \$ - |
| 2103000 | FLOWABLE FILL | 1656.00 | 0.00 | \$125.00 | \$ 207,000.00 | \$ - |
| 3069900 | MAINTENANCE STONE | 0.00 | 105.00 | \$35.00 | \$ - | \$ 3,675.00 |
| 3100310 | HOT MIX ASPHALT BASE COURSE - TYPE A | 44.59 | 0.00 | \$91.75 | \$ 4,091.13 | \$ - |
| 4011004 | LIQUID ASPHALT BINDER PG64-22 | 143.86 | 0.00 | \$512.00 | \$ 73,656.32 | \$ - |
| 4012060 | FULL DEPTH ASPHALT PATCHING 6" UNIFORM | 0.00 | 1715.00 | \$57.00 | \$ - | \$ 97,755.00 |
| 4013200 | MILLING EXISTING ASPHALT PAVEMENT 2.0" | 346.11 | 0.00 | \$4.00 | \$ 1,384.44 | \$ - |
| 4013990 | MILLING EXISTING ASPHALT PAVEMENT (VARIABLE) | 1947.71 | 0.00 | \$10.20 | \$ 19,866.64 | \$ - |

Change Order

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|---------|---|----------|----------|----------|---------------|--------------|
| 4020320 | HOT MIX ASPHALT INTERMEDIATE COURSE -TYPE B | 1724.56 | 0.00 | \$77.00 | \$ 132,791.12 | \$ - |
| 4030320 | HOT MIX ASPHALT SURFACE COURSE -TYPE B | 1041.25 | 0.00 | \$77.00 | \$ 80,176.25 | \$ - |
| 5029000 | PORTLAND CEMENT CONCRETE (SPECIAL USE) | 0.00 | 60.00 | \$250.00 | \$ - | \$ 15,000.00 |
| 6020005 | PERM. CONS SIGNS (GRND MOUNTED) | 0.00 | 116.00 | \$8.50 | \$ - | \$ 986.00 |
| 6023055 | TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR - 4" X 4" | 0.00 | 1.00 | \$5.50 | \$ - | \$ 5.50 |
| 609105A | PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" WHITE BROKEN LINES | 0.00 | 500.00 | \$0.28 | \$ - | \$ 140.00 |
| 609115A | PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" WHITE SOLID LINES | 0.00 | 5760.00 | \$0.17 | \$ - | \$ 979.20 |
| 609115B | PAVEMENT MARKINGS (TEMPORARY - PAINT) - 4" YELLOW SOLID LINES | 0.00 | 10500.00 | \$0.17 | \$ - | \$ 1,785.00 |
| 609135A | PAVEMENT MARKINGS (TEMPORARY - PAINT) - 24" WHITE SOLID LINES | 0.00 | 290.00 | \$3.30 | \$ - | \$ 957.00 |
| 6250005 | 4" WHITE BROKEN LINE - (GAPS EXCLUDED) - FAST DRY PAINT | 2210.00 | 0.00 | \$0.28 | \$ 618.80 | \$ - |
| 6250010 | 4" WHITE SOLID LINE - (PVT. EDGE LINES) - FAST DRY PAINT | 12403.18 | 0.00 | \$0.17 | \$ 2,108.54 | \$ - |
| 6250015 | 8" WHITE SOLID LINE - (CROSSWALK & CHANNELIZATION LINES) - FAST DRY PAINT | 0.00 | 1945.00 | \$1.10 | \$ - | \$ 2,139.50 |
| 6250025 | 24" WHITE SOLID LINE - (STOP/DIAGONAL LINES) - FAST DRY PAINT | 207.00 | 0.00 | \$3.30 | \$ 683.10 | \$ - |
| 6250030 | WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) - FAST DRY PAINT | 17.00 | 0.00 | \$38.50 | \$ 654.50 | \$ - |
| 6250035 | WHITE WORD MESSAGE (ONLY) - FAST DRY PAINT | 0.00 | 11.00 | \$55.00 | \$ - | \$ 605.00 |
| 6250040 | WHITE COMBINATION ARROW (STR. & RT OR STR. & LT.) - FAST DRY PAINT | 2.00 | 0.00 | \$50.00 | \$ 100.00 | \$ - |
| 6250045 | RAILROAD CROSSING SYMBOLS - FAST DRT PAINT | 0.00 | 2.00 | \$275.00 | \$ - | \$ 550.00 |
| 6250105 | 4" YELLOW BROKEN LINES (GAPS EXC) - FAST DRY PAINT | 0.00 | 80.00 | \$46.20 | \$ - | \$ 3,696.00 |
| 6250110 | 4" YELLOW SOLID LINES (NO PASSING ZONE) - FAST DRY PAINT | 37644.00 | 0.00 | \$0.17 | \$ 6,399.48 | \$ - |
| 6271005 | 4" WHITE BROKEN LINES (GAPS EXCLUDED) - THERMO. 90 MIL. | 1064.00 | 0.00 | \$0.77 | \$ 819.28 | \$ - |
| 6271010 | 4" WHITE SOLID LINE - (PVT. EDGE LINES) - THERMO. 90 MIL. | 490.00 | 0.00 | \$0.50 | \$ 245.00 | \$ - |
| 6271015 | 8" WHITE SOLID LINES - (CROSSWALK & CHANNELIZATION) - THERMO. 90 MIL. | 0.00 | 313.00 | \$2.20 | \$ - | \$ 688.60 |

Change Order

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|---------|---|---------|---------|------------|--------------|-------------|
| 6271025 | 24" WHITE SOLID LINES (STOP & DIAG. LINES) - THERMO. 125 MIL. | 330.00 | 0.00 | \$6.60 | \$ 2,178.00 | \$ - |
| 6271030 | WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) - THERMO. 125 MIL. | 8.00 | 0.00 | \$71.50 | \$ 572.00 | \$ - |
| 6271040 | WHITE COMBINATION ARROW (STR. & RT OR STR. & LT.) - THERMO. 125 MIL. | 2.00 | 0.00 | \$82.50 | \$ 165.00 | \$ - |
| 6271064 | 4" YELLOW BROKEN LINES (GAPS EXC.) - THERMO. 90 MIL. | 0.00 | 80.00 | \$0.77 | \$ - | \$ 61.60 |
| 6271074 | 4" YELLOW SOLID LINES (PAVEMENT EDGE LINES) - THERMO. 90 MIL. | 7038.00 | 0.00 | \$0.50 | \$ 3,519.00 | \$ - |
| 6300005 | PERMANENT CLEAR PAVEMENT MARKERS MONO DIR. 4" X 4" | 34.00 | 0.00 | \$5.50 | \$ 187.00 | \$ - |
| 6301005 | PERMANENT YELLOW PAVEMENT MARKERS MONO DIR. 4" X 4" | 168.00 | 0.00 | \$5.50 | \$ 924.00 | \$ - |
| 6301100 | PERMANENT YELLOW PAVEMENT MARKERS BI DIR. 4" X 4" | 0.00 | 69.00 | \$5.50 | \$ - | \$ 379.50 |
| 6319505 | REMOVAL OF PAVEMENT MARKINGS | 0.00 | 9395.00 | \$1.00 | \$ - | \$ 9,395.00 |
| 6510105 | FLAT SHEET, TYPE III, FIXED SIZE & MSG. SIGN | 2.00 | 0.00 | \$17.05 | \$ 34.10 | \$ - |
| 6750275 | FURNISH & INSTALL 1.0" SCHEDULE 80 PVC CONDUIT | 0.00 | 245.00 | \$16.50 | \$ - | \$ 4,042.50 |
| 6750278 | FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT | 35.00 | 0.00 | \$16.50 | \$ 577.50 | \$ - |
| 675027C | FURNISH & INSTALL 3.0" SCHEDULE 80 PVC CONDUIT | 0.00 | 60.00 | \$27.50 | \$ - | \$ 1,650.00 |
| 6770388 | FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - (BLACK) | 0.00 | 3990.00 | \$2.35 | \$ - | \$ 9,376.50 |
| 6770389 | FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - (GRAY) | 0.00 | 170.00 | \$2.42 | \$ - | \$ 411.40 |
| 6770393 | FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - (BLACK) | 3153.00 | 0.00 | \$2.35 | \$ 7,409.55 | \$ - |
| 6770394 | FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - (GRAY) | 535.00 | 0.00 | \$2.50 | \$ 1,337.50 | \$ - |
| 6770413 | FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE | 2674.00 | 0.00 | \$0.75 | \$ 2,005.50 | \$ - |
| 6780495 | SAW CUT FOR LOOP DETECTOR | 1006.00 | 0.00 | \$5.50 | \$ 5,533.00 | \$ - |
| 6800499 | FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL | 1.00 | 0.00 | \$880.00 | \$ 880.00 | \$ - |
| 6800518 | F&I- 13" X 24" X 18" D. ELEC. FLUSH UNDRD. ENCLOS- (STR. POLY.CONC.) HD | 0.00 | 4.00 | \$550.00 | \$ - | \$ 2,200.00 |
| 682505B | F&I 28' STEEL STRAIN POLE, POLE BANDS & HARDWARE & FOUNDATION | 3.00 | 0.00 | \$7,500.00 | \$ 22,500.00 | \$ - |

Change Order

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|---------|--|--------|--------|-------------|--------------|--------------|
| 6825092 | FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE (SPAN WIRE) | 178.00 | 0.00 | \$5.28 | \$ 939.84 | \$ - |
| 6825484 | FURNISH & INSTALL 10' BREAK-AWAY ALUM PEDESTAL POLE AND BASE | 1.00 | | \$770.00 | \$ 770.00 | \$ - |
| 6845511 | F&I CONTROLLER AND 332/336 CABINET ASSEMBLY - BASE MOUNTED - INCLUDING | 1.00 | 0.00 | \$16,500.00 | \$ 16,500.00 | \$ - |
| 6865723 | F&I - 12" 1-WAY 3-SECTION (RA, YA, YAF) VEH TRAFFIC SIGNAL | 2.00 | 0.00 | \$880.00 | \$ 1,760.00 | \$ - |
| 6865834 | BACKPLATE W/ RETROREFL. BORDERS FOR TRAFFIC SIGNAL | 4.00 | 0.00 | \$245.00 | \$ 980.00 | \$ - |
| 6885982 | REMOVE FOUNDATION FOR STEEL STRAIN POLE - 18" BELOW GRADE | 4.00 | 0.00 | \$1,500.00 | \$ 6,000.00 | \$ - |
| 6885992 | TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT | 3.00 | 0.00 | \$5,500.00 | \$ 16,500.00 | \$ - |
| 6887951 | FURNISH & INSTALL CONCRETE CABINET FOUNDATION | 1.00 | 0.00 | \$1,500.00 | \$ 1,500.00 | \$ - |
| 7141815 | 36" SMOOTH WALL STL PIPE (TRENCHLESS) COOPER E-80 | 2.00 | 0.00 | \$1,550.00 | \$ 3,100.00 | \$ - |
| 7143618 | 18" SMOOTH WALL PIPE | 0.00 | 101.00 | \$65.00 | \$ - | \$ 6,565.00 |
| 7143624 | 24" SMOOTH WALL PIPE | 0.00 | 60.00 | \$75.00 | | \$ 4,500.00 |
| 7143630 | 30" SMOOTH WALL PIPE | 0.00 | 200.00 | \$85.00 | \$ - | \$ 17,000.00 |
| 7143636 | 36" SMOOTH WALL PIPE | 0.00 | 52.00 | \$135.00 | | \$ 7,020.00 |
| 7143642 | 42" SMOOTH WALL PIPE | 14.00 | 0.00 | \$150.00 | \$ 2,100.00 | \$ - |
| 7149999 | CLEANING EXISTING PIPE | 0.00 | 60.00 | \$25.00 | \$ - | \$ 1,500.00 |
| 7191605 | CATCH BASIN - TYPE 16 | 0.00 | 2.00 | \$3,850.00 | \$ - | \$ 7,700.00 |
| 7191650 | CATCH BASIN - TYPE 18 | 0.00 | 1.00 | \$7,000.00 | \$ - | \$ 7,000.00 |
| 7192105 | MANHOLE | 0.00 | 1.00 | \$2,500.00 | \$ - | \$ 2,500.00 |
| 7196000 | EXTRA DEPTH OF BOX | 0.00 | 39.00 | \$400.00 | \$ - | \$ 15,600.00 |
| 7196151 | CATCH BASIN - TYPE 9 (TOP ONLY) | 0.00 | 2.00 | \$700.00 | \$ - | \$ 1,400.00 |
| 7203210 | CONCRETE CURB AND GUTTER (2'-0") VERTICAL | 0.00 | 525.00 | \$20.00 | \$ - | \$ 10,500.00 |
| 7204100 | CONCRETE SIDEWALK (4" UNIFORM) | 820.95 | 0.00 | \$40.00 | \$ 32,838.00 | \$ - |

Change Order

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|---------|--|-------|---------|-------------|-------------|--------------|
| 7204600 | CONCRETE SIDEWALK (6" UNIFORM) | 0.00 | 11.00 | \$60.00 | \$ - | \$ 660.00 |
| 7204900 | DETECTABLE WARNING SURFACE | 0.00 | 103.00 | \$45.00 | \$ - | \$ 4,635.00 |
| 7205000 | CONCRETE DRIVEWAY (6" UNIFORM) | 96.80 | 0.00 | \$60.00 | \$ 5,808.00 | \$ - |
| 7206000 | CONCRETE MEDIAN | 25.11 | 0.00 | \$60.00 | \$ 1,506.60 | \$ - |
| 7209000 | PEDESTRIAN RAMP CONSTRUCTION | 0.00 | 373.57 | \$140.00 | | \$ 52,299.80 |
| 8063300 | 72" CHAIN LINK FENCE | 0.00 | 358.00 | \$30.00 | | \$ 10,740.00 |
| 8091010 | RIGHT OF WAY MARKER (REBAR AND CAP) | 0.00 | 35.00 | \$165.00 | \$ - | \$ 5,775.00 |
| 8091050 | RIGHT OF WAY PLAT | 0.00 | 1.00 | \$2,500.00 | \$ - | \$ 2,500.00 |
| 8100200 | TEMPORARY COVER | 0.00 | 0.75 | \$2,200.00 | \$ - | \$ 1,650.00 |
| 8104005 | FERTILIZER (NITROGEN) | 10.00 | 0.00 | \$4.40 | \$ 44.00 | \$ - |
| 8105005 | AGRICULTURAL GRANULAR LIME | 0.00 | 1000.00 | \$0.60 | \$ - | \$ 600.00 |
| 8109901 | MOWING | 0.00 | 3.00 | \$375.00 | \$ - | \$ 1,125.00 |
| 8131000 | SODDING | 0.00 | 0.91 | \$12,000.00 | \$ - | \$ 10,896.00 |
| 8151201 | HYDRAULIC EROSION CONTROL PRODUCT (HECP) - TYPE 1 | 0.00 | 0.25 | \$1,500.00 | \$ - | \$ 375.00 |
| 8152004 | INLET STRUCTURE FILTER - TYPE F (WEIGHTED) | 0.00 | 320.00 | \$12.50 | \$ - | \$ 4,000.00 |
| 8152006 | INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED) | 0.00 | 50.00 | \$12.00 | \$ - | \$ 600.00 |
| 8153000 | SILT FENCE | 0.00 | 1243.00 | \$4.00 | \$ - | \$ 4,972.00 |
| 8153090 | REPLACE/REPAIR SILT FENCE | 0.00 | 110.00 | \$5.00 | \$ - | \$ 550.00 |
| 8154050 | REMOVE SILT RETAINED BY SILT FENCE | 0.00 | 940.00 | \$6.00 | \$ - | \$ 5,640.00 |
| 8154155 | INLET FILTER CLEANING | 0.00 | 95.00 | \$110.00 | \$ - | \$ 10,450.00 |
| 8156215 | INLET STRUCTURE FILTER - TYPE D2 | 0.00 | 10.00 | \$450.00 | \$ - | \$ 4,500.00 |
| 8156217 | FILTER MATERIAL FOR INLET STRUCTURE FILTER - TYPE D2 | 0.00 | 10.00 | \$250.00 | \$ - | \$ 2,500.00 |

Change Order

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|--------------------------------|--|-------|------|--------------|---------------|---------------|
| CO#2 | CHANGE ORDER #2 HMA SURFACE D for roadway | 17.48 | 0.00 | \$78.13 | \$ 1,365.49 | \$ - |
| CO#2 | CHANGE ORDER #2 HMA SURFACE D for driveways | 4.38 | 0.00 | \$224.25 | \$ 982.22 | \$ - |
| CO#3 | Tap Sleeve, Valve, 2MJ Caps, & Thrust Blocking 12"x12" | 1.00 | 0.00 | \$ 12,787.50 | \$ 12,787.50 | \$ - |
| CO#3 | Additional Asphalt, Flow Fill, Thermoplastic Markings, for Cut and Cap of Water Line | 1.00 | 0.00 | \$ 19,517.39 | \$ 19,517.39 | \$ - |
| Totals | | | | | \$ 891,086.79 | \$ 389,567.10 |
| Net Contract Increase/Decrease | | | | | \$ 501,519.69 | |

CHANGE TO CONTRACT VALUE:

| | |
|---|-----------------------|
| Original Contract Price: | <u>\$5,014,290.86</u> |
| Current Contract Price adjusted by previous Change Orders: | <u>\$5,092,887.24</u> |
| The Contract Price due to this Change Order will be | |
| increased by: | <u>\$ 891,086.79</u> |
| decreased by: | <u>\$ 389,567.10</u> |
| | |
| The new Contract Price (including this Change Order) will be: | <u>\$5,594,406.93</u> |

CHANGE TO CONTRACT TIME:

The Contract Time will be increased by: _____ 0 Calendar Days

The new date for completion of all work will be: _____ 8/31/2017

Requested By: _____ Date: _____
Cherokee, Inc.
PO Box 90448
Columbia, SC 29290 X _____

Accepted By: _____ Date: _____
Richland County PDT
201 Arbor Lake Drive
Columbia, SC 29223 X _____

Accepted By: _____ Date: _____
Richland County
2020 Hampton Street
Columbia, SC 29204 X _____

ATTACHMENT "A" SCOPE OF SERVICES GILLS CREEK SECTION A GREENWAY

Introduction

Introduction

Holt Consulting Company (**CONSULTANT**) has been authorized by Richland County (**COUNTY**) to provide design and engineering services for the Gills Creek Greenway in Richland County, South Carolina. This proposed project will consist of approximately two thousand five hundred (2,500) LF of a greenway and trail with boardwalks and supporting facilities that extend along Gills Creek from S-2205 (Beecliff Drive) to S-407 (Mikell Lane).

The overall scope of work for the Gills Creek Greenway includes; evaluate existing conditions, development of 70% right-of-way plans, final construction plans, and acquirement of all needed permits for construction of Section A of the Gills Creek Greenway.

Project Location - This project will consist of approximately two thousand five hundred (2,500) LF of boardwalk (14' wide), that meet City standards. The Project will begin at S-2205 (Beecliff Drive) and will end at S-407 (Mikell Lane).

Proposed Project Scope – Right-of-way through Final Construction Plans will be developed for the implementation of the bicycle and pedestrian accommodations for approximately two thousand five hundred (2,500) LF from S-2205 (Beecliff Drive) to S-407 (Mikell Lane).

The **CONSULTANT** will provide construction documents and permitting for the installation of the Gills Creek Greenway. The Phase 1 Concept Report shall provide design guidance for the development of the Plans.

Summary of Anticipated Services - An outline of the services anticipated for this project is shown below.

- Task 1 - Project Management
- Task 2 - Environmental Services/Permitting
- Task 3 – Field Surveys
- Task 4 - Greenway Design
- Task 5 - Storm Water Management/Hydraulic Design
- Task 6 – Sediment and Erosion Control/NPDES Permitting
- Task 7 - Geotechnical Investigation and Engineering Services
- Task 8 – Structural Services
- Task 9 – Electrical Design
- Task 10 – Utility Coordination Assistance
- Task 11 – Pre-Bid Services
- Task 12 – Construction Phase Services

QUALITY CONTROL

*The **CONSULTANT** shall implement all necessary quality control measures to produce plans and reports that conform to **COUNTY** and **CITY** guidelines and standards. Prior to submittal to the **COUNTY** and **CITY**, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and maintain a stringent quality control program. The **COUNTY** reserves the right to request QA/QC documents (red-lines, checklists, etc.) from the **CONSULTANT** with project deliverables.*

TASK 1 – PROJECT MANAGEMENT

The **CONSULTANT** shall institute a program for conformance with **COUNTY** requirements for monitoring and controlling project engineering budget, schedule, and invoicing procedures. The **CONSULTANT**'s subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the **COUNTY**. Included in management of the project will be:

- Project meetings between the **COUNTY**, South Carolina Department of Transportation (SCDOT), GCWA, City of Columbia, and **CONSULTANT** for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the **COUNTY**. It is anticipated that four (4) such meetings will be necessary. Two (2) of the **CONSULTANT**'s staff shall attend these meetings.
- The **CONSULTANT** will prepare meeting agenda and meeting materials, as well as, record the minutes of each meeting in which it participates and distribute to the appropriate **COUNTY** personnel. The **CONSULTANT** shall provide the **COUNTY** with an agenda two (2) business days prior to any meeting and the minutes of any meeting within three (3) business days.
- Prepare monthly invoices, status reports, and schedule updates. Assume a nine (9)-month design schedule and nine (9) month permitting period for a total contract time of eighteen (18) months that will impact the duration of preparing invoices, status reports, and schedule updates.
- The **CONSULTANT** will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume an eighteen (18) month schedule.
- The **CONSULTANT** will provide a schedule outlining tasks that will be required to complete the scope of work. A Gantt Chart Schedule shall be submitted to the **COUNTY** within ten (10) business days of receipt of the Notice-To-Proceed. The schedule shall list each task and its duration.
- The **CONSULTANT** will include the **COUNTY** and stakeholders including, but not limited to, GCWA, City of Columbia, and other local government agencies in any

discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

Assumptions:

1. Up to four (4) project meetings will be held on-site with the stakeholders and any additional personnel deemed necessary.
2. Eighteen (18) month schedule based on the anticipated Army Corps of Engineer permitting approval process.

Deliverables:

1. Eighteen (18) monthly status reports and updated schedule.
2. Meeting agendas and meeting minutes covering all project meetings. Meeting agendas are to be provided to the **COUNTY** within two (2) business days prior to all meetings. Meeting minutes are to be provided to the **COUNTY** within three (3) business days after all meetings. Assumed meeting agendas and minutes to be provided for a total of fourteen (14) monthly progress meetings plus six (6) meetings with stakeholders and SCDOT.

TASK 2 - ENVIRONMENTAL SERVICES/PERMITTING

The **CONSULTANT** shall prepare and deliver to the **COUNTY** all local, state, and federal permitting required to ensure the project is in compliance with the appropriate environmental regulations. The **CONSULTANT** will review the proposed trail route and make a determination of the environmental and/or navigable waterway permits expected to be required for the subject project within (4) four weeks of the notice to proceed and permission to enter subject properties.

With regards to wetlands delineation and preliminary Jurisdictional Determination (JD), the **CONSULTANT** shall perform a preliminary JD on the project area that shall not exceed 5 acres (an approximately 50' wide swath centered on the field flagged trail location and extending beyond current termini at Beecliff Drive to Mikell Lane). The **CONSULTANT** shall attend one (1) site visit with a representative of the USACE to review the waters of the US at their request. If there are any proposed wetland impacts, the **CONSULTANT** shall prepare an ACOE permit package prior to the application of a floodplain development permit. The **CONSULTANT** shall prepare the permit application package for the **COUNTY** to submit all permits to the corresponding agencies.

The trail will be placed to avoid the wetlands wherever practicable knowing that avoidance and alternate analysis are areas the USACOE reviews thoroughly.

Threatened and Endangered Species:

The **CONSULTANT** shall prepare a biological assessment (BA) to include a discussion of potential impacts to each resource. The **CONSULTANT** shall comply with Section 7 of the endangered species act and provide the corresponding BA to the **COUNTY**. Concessions in either the scope of work or construction activities or mitigation will be required prior to **COUNTY** approval.

Cultural Resources:

The **CONSULTANT** shall review publicly-available data to determine if the project area contains archeological or historic resources eligible for listing on, or potentially eligible for listings on the national register of historic places. The **CONSULTANT** shall prepare the Section 106 project review form, with all supporting documentation. This information will be prepared for the **COUNTY** to submit to the State Historic Preservation Office for review (*An archaeological survey is not included in this scope of services*).

Water Quality:

The **CONSULTANT** shall utilize SCDHEC's Water Quality Information Tool to determine if sensitive waters including 303(d) listed waters, TMDL watersheds, and outstanding resource waters are located within the project study area. Findings will be documented in the permit application. If applicable, the **CONSULTANT** shall coordinate with the **COUNTY** to determine the necessary stormwater control measures to protect sensitive waters.

Section 404(b)(1): Guidelines and Public Interests review Factors:

The **CONSULTANT** shall use and document how the 404(b)(1) guidelines area used in the selection of the preferred alternative using the USACE Public Interest Review Factors.

Mitigation Plan:

The **CONSULTANT** shall complete the USACE mitigation worksheet to determine the required credits for the regulatory requirements. The **CONSULTANT** will coordinate with the **COUNTY** to determine availability of credits at the proposed Richland County Mitigation Site. (*Development of a detailed compensatory mitigation plan is not included in this scope*).

Agency Coordination:

The **CONSULTANT** shall submit the completed permit application package along with all necessary documentation to the **COUNTY** for final processing and negotiations with the pertinent agencies.

Assumptions:

1. *Wetlands will be delineated in the field and locations captured using GPS.*
2. *A NEPA Document will not be required and is not part of the project scope.*
3. *The area for proposed delineation will not exceed 5 acres.*
4. *Assumes that a Nationwide Permit will be required due to the impact of the boardwalk installation on the wetlands. **CONSULTANT** to provide calculations documenting area of impact and confirm if this is required.*
5. *All permit fees will be paid for by the county.*
6. *A survey for archeological cultural resources is not included in the scope of services.*
7. *Formal consultation with USFWS is not included in the scope of services.*

8. *Development of a detailed compensatory mitigation plan is not included in this scope of services.*
9. *Submittal of a separate SCDHEC Navigable Waters Permit application or supporting materials is not included in this scope of services.*

Deliverables:

1. *Permit Determination Form*
2. *Preliminary Jurisdictional Determination Request Package*
3. *USACE Nationwide Permit Application Package, including supplemental documentation*
4. *Rare and Endangered Species Biological Assessment*
5. *Section 106 Project Review Form*

TASK 3 – FIELD SURVEYS

Property surveys shall begin at Fort Jackson on the west side of the creek and extend to Mikell Lane. Topo (horizontal only) location surveys shall begin at Beecliff Drive and extend to Mikell Lane. Detailed bridge survey of the existing Rosewood Drive bridge over Gills creek shall also be included.

Control Surveys:

The **CONSULTANT** shall provide all survey for the project in State Plane Coordinates and shall reference the horizontal datum to NAD 83 (2011 adjustment). The vertical control surveys for this project shall be tied to the nearest existing NAVD 88 monument. The survey will serve as the base mapping for the engineering design.

Conventional Total Station locations will be required for tree surveys.

The **CONSULTANT** shall coordinate with SC 811 utility locating service prior to commencement of surveying. Any impacted utilities within the project corridor shall be identified. The location of the locating services shall be from Beecliff to Mikell only.

The **CONSULTANT** shall provide horizontal control points along the trail where boardwalks, drainage features, and parking areas will be installed. Horizontal control points will also be required where ADA ramps will be required.

Vertical control will only be required for the detailed bridge survey.

Design Surveys:

The **CONSULTANT** shall field locate and stake the centerline of the trail location and review with **COUNTY** staff for approval. Once the trail location has been approved by **COUNTY** staff, GCWA, and the City of Columbia, a survey swath of 50', 25' on either side of the proposed centerline, will be performed.

The **CONSULTANT** shall survey enough boundary of each parcel along preliminary alignment to identify the location of trail.

A detailed bridge survey of the Rosewood Drive bridge over Gills Creek shall also be required. Surveys shall extend 75' north and south of the face of bridge and include a cross section of the channel in these areas.

The **CITY** Arborist shall identify trees within the 50' surveyed easement to determine health and size of grand trees in fair or better condition. Trees to be surveyed will be verified by GCWA and the County during the trail flagging exercise. Deliverables will be conveyed to the City in CAD and PDF format.

Survey all trees 12" in diameter trees or larger which fall within the survey swath.

Assumptions:

- 1. Trail easement plats are not included as part of the project scope.*
- 2. Any revisions in the alignment due to property negotiations are not included as part of this scope. If alignment revisions occur due to property negotiations, a contract modification regarding fee shall be obtained.*

Deliverables:

- 1. Survey of centerline swath of field flagged trail*
- 2. Survey sanitary sewer manholes locations that fall within 50' wide swath horizontally from Beecliff to Mikell.*
- 3. Survey of flood hazard areas, inclusive of on-site flagging that fall within 50' wide swath.*
- 4. Survey identifying all trees greater than 12" in diameter within the 50' wide swath. Flagging shall be verified in partnership with the City.*

TASK 4 – GREENWAY DESIGN

Site Analysis and Review:

The **CONSULTANT** shall access and perform a detailed review of the existing conditions along the planned greenway path via site observations, wetlands delineation, and tree survey, and shall take into account tree protection and health requirements below when delineating the greenway route. The **CONSULTANT** shall use this review to adjust the routes as necessary to minimize wetland impacts, earth work, existing trees, utilities, private property ownership and any special conditions. This work will be done prior to wetland delineation and after property corners are marked but prior to the remainder of tasks 2 and 3.

Tree Protection and Health:

Trees located within the 50' surveyed swath which are in poor condition or which are non-native, invasive species as defined by the Southeast Exotic Pest Plant Council may be marked for removal and if so, should be removed as part of the greenway construction. Grand trees in fair or good condition shall be flagged and protected during construction using best practices. In no case shall

any part of the proposed greenway surface, structure, or utility trenching be located within the radius of the structural root zone of any trees to remain on site; where the greenway surface, structure, or utility trenching will encroach into the structural root zone of a tree, the path must be realigned or the tree must be removed prior to construction to prevent future maintenance issues. The structural root zone is defined as the zone of rapid root taper that provides the tree stability against wind throw, and is calculated as follows:

Radius of the Structural Root Zone (in feet) = Inches of Diameter at Breast Height (DBH) x 1/3.
No utility trenching shall occur in areas where conduit shall be encased beneath concrete pathways.

Design Criteria:

The **CONSULTANT** shall design the trail and boardwalks to meet the current City of Columbia Greenway standards and shall comply with the AASHTO *Guide for the development of Bicycle Facilities 2012 edition* and be ADA compliant. This will include 14' sidewalks and boardwalks with railings within the 14' at a reasonable inset. The **CONSULTANT** will also meet the City of Columbia and SCDOT standards while within the SCDOT Right-of-Way. The **CONSULTANT** shall also provide recommendations for connections to adjacent neighborhoods. The boardwalks will be designed to be a minimum of 12" above the natural high-water level (NHWL) of Gills Creek which is assumed to be at the 135' elevation mark. **COUNTY** provided LiDAR data (2-ft. Contours) shall be used as the base mapping for the project.

70% Plans:

The **CONSULTANT** shall prepare a set of right-of-way level plans based off the concept report and field conditions. Utilizing input received to date, the design criteria as well as any additional field information, the horizontal and vertical design for the project will be refined. The **CONSULTANT** shall prepare Rights-of-Way and Easement plans and submit them to the **COUNTY** for review. The **COUNTY** will acquire all Rights-of-Way and easements for the project. The Rights-of-Way to be acquired across private property shall be a minimum of twenty (20) feet wide, and the centerline of the Rights-of-Way will align with the centerline of the designed trail surface. Plans will also include bench locations with bump outs. Benches and bump outs shall be located at points of interest and at half-mile intervals. Benches and bump outs shall be anchored to prevent migration during a flood event.

Final Greenway Plans:

After review, approval and right-of-way and/or easement acquisitions are acquired, the **CONSULTANT** shall deliver the final construction plans. The **CONSULTANT** shall maintain a copy of the marked up 70% plans and specifications. Construction drawings and specifications will be completed to include plan and profile sheets of all boardwalk stream crossings that will provide sufficient detail to support the development of permit drawings for the joint permit applications. The **CONSULTANT** will review the final set of construction plans and specifications as well as final cost estimate with the **COUNTY** for approval. Plans shall include locations of trash receptacles and handrails which meet the City of Columbia standards or an acceptable alternative standard to be approved by the City of Columbia. The City will waive the fee for the meters for the water fountains.

Agency Coordination:

The **CONSULTANT** shall submit the completed permit application package to the **COUNTY** for final processing and negotiations with the pertinent agencies.

Assumption:

- *Any revisions in the alignment due to property negotiations are not included as part of this scope. If alignment revisions occur due to property negotiations, a contract modification regarding fee shall be obtained.*

Deliverables:

1. *Typical sections and handrail details shall be submitted to City for approval before extensive design services can begin.*
2. *70% construction drawings and specifications and cost estimate.*
3. *Final construction drawings, specifications and cost estimate*
4. *SCDOT and City of Columbia encroachment permits*

TASK 5 – STORMWATER MANAGEMENT/HYDRAULIC DESIGN

It is assumed that the Gills Creek Greenway will be an elevated boardwalk thus adding new impervious areas to the project. No new drainage systems are anticipated to be needed for this project.

Even though no new drainage systems are anticipated, a Stormwater Management Report will be required due to the anticipated disturbed area on this project exceeding 1.0-acre.

Hydrologic analysis of the watershed will be performed with the appropriate method for the Sandhills physiographic region. Pre-and post-construction peak discharges will be computed at each outfall. Outfalls will be evaluated in accordance with NPDES regulations.

A Stormwater Management Design Report will be prepared for the project based on the City of Columbia and Richland County guidelines and will be submitted for review with the Final Construction Plans. The report will include a project description, drainage approach and methodology, design calculations, soils descriptions, and location maps.

The **CONSULTANT** will also prepare any hydraulic studies required by the United States Army Corps of Engineers as part of the environmental permit. The hydraulic studies will be based on City of Columbia and Richland County requirements and will include an evaluation of the impacts from the proposed construction.

FEMA Floodplain Analysis and Permitting

The **CONSULTANT** will perform a preliminary analysis of the hydrologic/hydraulic characteristics of the existing Floodplain and proposed greenway using the one-dimensional computer program HEC-RAS. The **COUNTY** shall provide the original flood study model from FEMA; it is assumed that the available flood study model will be in HEC-RAS format and

accurately reflect the information provided in the Effective Dec. 21, 2017 FIS (45079CV001B - 45079CV004B) and FIRM (45079C0376L – Dec. 21, 2017).

Should the original flood study model not be in HEC-RAS format and/or have errors, and/or insufficient data, the **CONSULTANT** will update the modeling as necessary.

The greenway is located in a FEMA Zone AE with Base Flood Elevations and a defined floodway. The floodplain will be assessed to determine the impacts of the project. If feasible, improvements will be designed to achieve the required No Impact. **CONSULTANT** will coordinate with the local floodplain manager as necessary. Should a CLOMR/LOMR become necessary, the **CONSULTANT** shall notify the County immediately.

Assumptions:

1. SCDHEC’s NOI form will be used for this project.
2. FEMA No Impact anticipated for this project.
3. No detention basins will be required.
4. FEMA modeling to ensure no impact will be achieved.
5. No CLOMR/LOMR is included as part of the scope.
6. The **COUNTY** shall provide FEMA model data and COUNTY LiDAR data at no cost to **CONSULTANT**.
7. Gills Creek Special Protection Area requirements are not applicable to this project.
8. Richland County Buffer requirements are not applicable to this project.

Deliverables

1. One (1) Signed and Sealed set of drainage sheets will be provided for inclusion in the Final Roadway Construction Plans.
2. One (1) hard copy of the Signed and Sealed Stormwater Management Report to include a No-Impact model/report.

TASK 6 – SEDIMENT AND EROSION CONTROL/NPDES PERMITTING

Sediment and Erosion Control

The project will include the development of Erosion and Sediment Control (E&S) Plans as well as the preparation of Supporting Documentation for the National Pollutant Discharge Elimination System (NPDES) Notice of Intent Permit Application.

The E&S Plans will be prepared on replications of the plan sheets and at the same plan scale, unless otherwise agreed upon. The E&S Plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The plans will reference the City of Columbia and Richland County standards to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. The placement of erosion control measures outside proposed Rights-of-Way through the use of temporary easements will be investigated as a

possibility if they will not fit within proposed Right-of-Way. Quantities for erosion and sediment control items will be calculated based on City of Columbia and Richland County Standards. Any required erosion control computations will be completed with approved methods and submitted to the COUNTY.

NPDES Permitting

The project will require the acquisition of a NPDES permit for construction activities. The NPDES permit is required by the South Carolina Department of Health and Environmental Control (SCDHEC) for all land disturbing activities in South Carolina.

The CONSULTANT will develop the NPDES permit application as well as the submittal of any required supporting data and submit to the COUNTY and CITY, where applicable. The Stormwater Management Report for the project will contain all supporting data developed by the CONSULTANT for the project.

The CONSULTANT will provide additional calculations and revise the construction plans as required by the permit reviewer.

Deliverables:

1. One (1) Signed and Sealed set of erosion control sheets will be provided for inclusion in the Final Construction Plans
2. One (1) hard copy of the Signed and Sealed Stormwater Pollution Prevention Plan (SWPPP)
3. NPDES Permit

TASK 7 – GEOTECHNICAL INVESTIGATION AND ENGINEERING SERVICES

General

The CONSULTANT shall provide geotechnical exploration for approximately two thousand five hundred (2,500) linear feet of boardwalk along the west side of Gills Creek from Rosewood Drive to Mikell Lane. The exploration will be done by hand auger and/or drill-rig after the trail centerline is marked. A report will be prepared that will outline the necessary information to design boardwalk foundations along the section of greenway trail from Beecliff Drive to Mikell Lane based on the requirements set forth in the Structural Services Section.

Field Exploration (Final Subsurface Exploration)

Prior to beginning the subsurface field exploration, the CONSULTANT will notify the COUNTY at least seven (7) days in advance so the COUNTY can coordinate with the SCDOT, City, and property owners. The CONSULTANT shall comply with all City of Columbia and SCDOT lane closure restrictions.

Boring locations will be located along or adjacent to the proposed alignment of the pathway where boardwalk is planned. The exploration will be performed in one phase. A preliminary exploration is not proposed. Boring locations in the final exploration may occur outside and/or inside SCDOT and/or **COUNTY** Right-of-Way.

Permission to access private property will be obtained by the **COUNTY**.

Clearance of utilities will be the responsibility of the **CONSULTANT**. A request for utility marking will be made to the Statewide Utility One-call Service (SC811) at least three (3) -days prior to field work. The **CONSULTANT** will mark utilities that are not marked by SC811 as part of Task 3. Information obtained in Task 3 will be shared with geotechnical staff prior to field exploration work.

Proposed boring locations will be determined by the **CONSULTANT**. The **CONSULTANT** will provide copies of the proposed subsurface exploration plan to the **COUNTY** prior to initiation of field work for review and acceptance. The subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

Field Exploration

SCDOT and/or City of Columbia Encroachment Permit – **CONSULTANT** understands that no project specific encroachment permit is required. **CONSULTANT** shall comply with all lane closure restrictions if needed to access the site.

Borings – The boring locations will be located along the proposed boardwalk alignment.

Subsurface Exploration – A soil test boring will be performed at (300) foot intervals along the boardwalk alignment. The following is a summary of the quantity, depth, and procedure proposed.

- Ten (10) borings will be performed along the alignment of planned boardwalk to a depth of ten (10) feet or auger refusal, whichever is shallower. The borings will be either Standard Penetration Test borings and/or Hand Auger borings depending on access.
- Slope stability or settlement calculations for embankments and retaining walls are not included.
- Seismic design for boardwalks, pedestrian bridge, sidewalk, retaining walls and other structures is not included.
- Pavement and embankment design for sidewalk are not included.
- Pavement design for parking lots is not included.
- Clearing will be needed to access some or all of the soil boring locations.

Other Field Testing Items

Traffic control is not anticipated for this phase of the project from Rosewood Drive to Mikell Lane. At the completion of field work, all test locations shall be surveyed for latitude and longitude,

elevation, and station by **CONSULTANT**.

Field Engineering – **CONSULTANT** will provide oversight of drill rig operations by a field engineer technician and/or field geologist. Field personnel will consist of one (1) field services supervisor and/or one (1) geologist per drill rig. Soil Classification will be in accordance with USCS (ASTM D-2487). The Field Services Supervisor will have a minimum of three (3) years of experience in supervision of field equipment and field personnel and will coordinate field activities including clearance of underground utilities through South Carolina 811.

Laboratory Testing – **CONSULTANT** shall be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing on selected samples will evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing for the exploration is estimated to include the following: Ten (10) natural moisture content tests, ten (10) grain size distribution with wash no. 200 sieve, and ten (10) moisture-plasticity relationship determinations (Atterberg Limits).

Boardwalk Geotechnical Engineering Report

The Geotechnical Engineering Report will not be conducted in strict accordance with the procedures outlined in the SCDOT GDM. This report will cover pedestrian boardwalk foundations and pedestrian bridge foundations which are not contemplated by the SCDOT GDM. The report will include soil parameters for design of concrete-encased wood post foundations for the boardwalk and recommendations for pedestrian bridge foundations.

Assumptions:

- 1. Assumes that a drill rig will not be able to access some or all of the boardwalk alignment.*
- 2. Pedestrian bridge, parking lots, and building structures are not included in this phase of the project.*

Deliverables:

- 1. Soil parameters for boardwalk foundation design.*

TASK 8 – STRUCTURAL SERVICES

The **CONSULTANT** will develop structure plans to construct boardwalks as detailed in the Gills Creek Greenway Concept Report. The **CONSULTANT** will provide the following:

Design Basis Statement

The **CONSULTANT** shall design all boardwalk footings, structural decking, beams, piles/pier system in accordance with ACI, AASHTO, ASTM and IBC current to the reviewing agencies with jurisdiction over construction and the standards of the current City of Columbia Greenway Standards. The loading requirements for all bridges and boardwalks shall be as directed by the City of Columbia. All footings/piles will be designed to meet or exceed this loading requirement. Boardwalks shall also be designed to flood. The structural design will include the

required calculations to prepare typical cross sections and spans details of the Greenway boardwalk that can be used throughout the entire project. For purposes of this scope, it is assumed that the structural design will include the following:

- General Notes
- High Boardwalk typical section with handrail (shall meet ADA compliance)
- Low Boardwalk typical section without handrail unless higher than 30-inches above existing ground (shall meet ADA compliance)
- Boardwalk foundation design for up to two (2) different soil types
- One (1) abutment design for transition from boardwalk to concrete path
- Typical span detail for a 7.5-foot span, 15-foot span, and 22.5-foot span.
- Live Loading to include pedestrian and City of Columbia Maintenance equipment (Kubota vehicle or similar and Genie GS2632 scissor lift or similar), however no traffic loading is assumed.
- Loading associated with pathway lighting

Structure Plans (95%)

The **CONSULTANT** shall develop 95% structure plans in sufficient detail and appropriate format to clearly illustrate significant design features, dimensions and clearances. The 95% structure plans will be approved by the **CITY** prior to beginning final structure plans and will be submitted concurrently with the Final Greenway Plans if possible. It is assumed that the boardwalk elevations and a final profile will be developed prior to structural design commencing.

Comments made by the **CITY** on the 95% structure plans shall be incorporated into the 100% Final Structure Plans (discussed below) and a response to each comment shall be provided in a comment matrix for submittal.

Final Structure Plans (100%)

The **CONSULTANT** will develop final structure plans. The final structure plans for the structure(s) will be based upon the approved 95% structure plans. The final structure plans will be prepared as follows:

Prepare in conformity with current practices of the **CITY** with regard to method of presentation, scales, billing of pay items, special drawings and summaries thereof. Standard drawings of the **CITY** shall be used to the extent feasible and shall be furnished by the **CITY** to be modified by the **CONSULTANT** to fit the particular needs of the project. Construction drawings shall be on sheets of the size, and with standard markings utilized by the **CITY**. Scale of drawings and lettering size shall be such as to provide clear and legible reproductions when reduced to half size. The construction plans shall bear the **CONSULTANT's** seal and signature as a registered professional engineer, in the State of South Carolina, on each plan sheet.

The **CONSULTANT** will prepare special provisions concerning items of construction not covered by the City's standard specifications, supplemental specifications or standard structure special provisions, as well as special treatments during construction. Special Provisions provided by the

CONSULTANT shall include a cover sheet listing all special provisions provided by the **CONSULTANT** for this project. The cover sheet shall be sealed and signed by a registered professional and sealed by the engineer of record for the project. An electronic copy of the special provisions shall also be provided to the **CITY**.

Prior to submittal to **CITY**, all plans and documents shall be thoroughly reviewed by the **CONSULTANT** for completeness, correctness, accuracy and consistency with the above-referenced requirements.

On Site Meetings

Representatives from the **CITY** and **CONSULTANT** involved in structure design will attend two (2) field review meetings of the project during the plan development. All information gathered during this field investigation will be evaluated and plans revised accordingly. The **CONSULTANT** will provide a summary of each field review.

Deliverables:

1. Two half size sets and one electronic pdf file of 95% structure plans
2. One full size set and one electronic pdf file of final signed and sealed Final Structure Plans
3. One set of electronic Final Structure Plans in MicroStation format after **CITY** approval has been received
4. One hard copy and one electronic copy of detailed quantities
5. One hard copy and one electronic Microsoft Word copy of Special Provisions
6. One hard copy and Microsoft Word copy of list of required Supplemental Specifications
7. Hard copies of design quantity calculations if requested by the City
8. A copy of all deliverables to be conveyed to the **CITY** as part of the greenway conveyance

Assumptions:

1. Handrail details will be approved by the **CITY** in a timely manner.
2. The level of details provided in the plans for this project will be similar to those in the Three Rivers Greenway Boardwalk Bridge Plans.
3. No seismic design is required.
4. All typical sections shall be designed in accordance with AASHTO *Guide for the Development of Bicycle Facilities* 2012 – Fourth Edition and meet all ADA criteria.

TASK 9 – ELECTRICAL ENGINEERING SERVICES

The **CONSULTANT** will provide electrical engineering design services along the new greenway from Beecliff Road to Mikell Lane. Electrical engineering design shall consist of the below.

1. Lighting Design
 - a. Exterior Lighting – Lights are to be chosen and/or approved by the City.

- a. Photometric calculations based on the requirements of IBC, City of Columbia, Richland County and the Illuminating Engineering Society of North America (IESNA) (where site conditions allow).
 - b. Specification and layout of an LED lighting fixture per City selection (LED Granville or similar) including flood proof fixtures where required. Lighting shall be directionally focused down and along the greenway surface and shall provide a minimum footcandle rating of 0.5 footcandles along the greenway surface.
 - c. Specification, Quantity and Layout of Emergency Call Boxes with required circuiting.
 - d. Lighting controls for energy-efficient use of lighting
 - e. Circuiting and conduit for Camera placement with layout of Camera at Trailhead.
 - f. Pull-Boxes for conduit at a maximum interval of 500'
2. Power Distribution system including:
 - a. Service and utility coordination
 - b. Electrical circuiting, risers and panel schedule
 - c. Electrical load calculations
 3. Code Compliance:
 - a. National Electric Code (NFPA 70), latest version
 - b. International Building Code (FBC), latest version
 - c. Richland County Building Department
 - d. National Fire Alarm Code (NFPA 72), latest version
 - e. City of Columbia
 4. Technical Specifications

TASK 10 – UTILITY COORDINATION ASSISTANCE

Utility Coordination

The **CONSULTANT** shall coordinate the project development with the **CITY's** Utility Coordinator. Coordination and assistance shall involve inviting the **CITY's** Utility Coordinator and SCE&G to necessary project meetings, providing updates to schedule, and providing project files as requested by **CITY's** Utility Coordinator. **CONSULTANT** shall identify utility relocations necessary to construct the project and provide those locations to the **CITY** Utility Coordinator. The **CONSULTANT** will provide electronic copies and pdf's of the Survey as well as a listing of the utilities that exist within the project limits as soon as the information becomes available so that early coordination with utility companies can begin. The **CITY's** Utility Coordinator will handle coordination of the project development with utility companies.

TASK 11 – PRE-BID SERVICES

The **CONSULTANT** shall assist the **COUNTY** in certain pre-bid services as follows:

- Prepare draft bid specifications for review by the **COUNTY**
- Attend a mandatory pre-bid conference held by the **COUNTY**
- Provide bid instruction and answer questions, as needed, at and following the pre-bid conference

- Schedule and coordinate on-site pre-bid reconnaissance of the project area
- Assist in bid analysis as desired by the COUNTY
- The COUNTY shall provide the general conditions to the CONSULTANT.

TASK 12 – CONSTRUCTION PHASE SERVICES

Pre-Construction/Partnering Conference

The CONSULTANT will attend the Pre-Construction/Partnering Conference and respond to questions by the CONTRACTOR pertinent to the design and proposed construction methodology. Assume there will be one (1) Pre-Construction/Partnering Conference. Two (2) of the CONSULTANT's staff shall attend this meeting.

Construction Phase Project Meetings

The CONSULTANT will attend meetings with the COUNTY to discuss construction issues as needed during the construction of this project. Assume there will be two (2) Construction Phase Project Meetings. One (1) of the CONSULTANT's staff shall attend these meetings.

Construction Phase Assistance

The CONSULTANT will assist COUNTY personnel during the construction phase when problems or questions arise relating to the design and proposed construction methodology. Assume four (4) hours per month for project construction duration of six (6) months

Construction Revisions

The CONSULTANT will make necessary revisions to construction plans that arise during the construction phase of the project. Assume three (3) construction revisions and eight (hours) per revision.

Shop Drawing Review:

The CONSULTANT shall review the Contractor's Shop Drawings in a timely manner following the award of the contract and during construction.

As-Built Plans:

The CONSULTANT will not be responsible for the development of as-built drawings of the greenway trail.

PROJECT DELIVERABLES

- Monthly reports and invoice submittals
- Meeting Agendas & Meeting minutes – to be submitted to **COUNTY** within three days of meeting.
- Approved Preliminary Jurisdictional Determination
- Approved USACOE Nationwide Permit
- Right-of-way plans and Engineer's Estimate for review
- Right-of-way plans, Special Provisions and updated Engineer's Estimate
- Preliminary construction plans and Engineer's Estimate
- Final construction plans, project specific specifications, and Engineer's Estimate
- NPDES permit application/Notice of Intent
- Erosion control computations, if necessary
- Stormwater Pollution Prevention Plan
- Stormwater Management Report
- CAD files of all design and survey
- No impact statement
- HEC-RAS study and necessary FEMA permit

SERVICES NOT PROVIDED

The **CONSULTANT** will not be responsible for the following services or deliverables and others not necessarily mentioned in this scope of work.

- Lighting protection System Design
- Waterline and water fountain design
- Landscaping and irrigation design
- As-built plans – these will be the responsibility of the Contractor
- Utility relocation design and plans
- Right-of-Way Exhibits
- Right-of-Way acquisition
- Video pipe inspections
- Eminent Domain advertisement notice
- Public Involvement (other than those activities detailed in scope of work)
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Public Meetings
- Alternate designs for bidding
- Bid documents and preparation (other than those documents specifically mentioned in this scope of work)
- Payment of fees required by state and federal review/approval agencies (without reimbursement for said necessary fees)
- Construction Engineering and Inspection (CEI)
- FEMA permit and LOMAR/CLOMAR permit
- Floodplain Development Permit

- USACOE Navigation Permit

SERVICES OF THE COUNTY

The **COUNTY** agrees to provide to the **CONSULTANT**, and at no cost to the **CONSULTANT**, the following upon request:

- Existing Policies and Procedures of the **COUNTY** with reference to geometrics, standards, specifications and methods pertaining to all phases of the **CONSULTANT**'s work
- Eminent Domain advertisement notice
- Contract documents (project specific special provisions to be supplied by the **CONSULTANT**)
- Payment of fees required by state and federal review process
- Payment of fees for advertising for bid
- Right-of-Way acquisition
- Right-of-Way verification
- Moving, demolition and reset items list
- As-built plans
- LiDAR surveys
- FEMA model

Service Order
For
On Call Engineering Services Agreement

SERVICE ORDER NO. Holt #10

Date: May 22, 2018

This Service Order No. Holt #10 is issued by Richland County, South Carolina (the "County"), to Holt Consulting Company, LLC. (the "Consultant") pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called "On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan" (the "Agreement").

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

I. Scope of Services.

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

See Exhibit A – Scope of Services

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant's Services to be provided pursuant to this Service Order are:

See Exhibit A – Scope of Services

C. Unless otherwise provided in an exhibit to this Service Order, the County's anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: _____, 2018
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. R. Kennedy Holt (Principal)
2. Paul A. Holt, P.E. (Project Manager)

II. Insurance

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

N/A

III. Owner's Responsibilities.

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

N/A

IV. Consultant's Compensation.

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

| | |
|-----------------------------|-----------------------------|
| <i>Direct Labor -</i> | <i>\$ 47,727.00</i> |
| <i>Subconsultant Fees -</i> | <i>\$ 308,289.50</i> |
| <i>Total -</i> | <i><u>\$ 356,016.50</u></i> |

*Contingency – Not to Exceed \$ 35,601.65**

**Requires approval from Richland County to authorize contingency*

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

V. Additional Exhibits.

The following exhibits and/or attachments are incorporated herein by reference thereto:

Exhibit A – Scope of Services

VI. Execution of Service Agreement

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of _____, 2018.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

By:

Its:

Date:

CONSULTANT:

HOLT CONSULTING COMPANY, LLC

By:

Its:

Date:



BUILD vs TIGER Fact Sheet

The Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants solicitation will make \$1.5 billion available to surface transportation projects that align with the merit criteria described in the Notice of Funding Opportunity (NOFO). BUILD replaces the pre-existing TIGER grants program. Like TIGER, FY 2018 BUILD Transportation Grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. For this round of BUILD, no more than \$150 million can be awarded to a single State.

To reflect the Administration’s Infrastructure Initiative, DOT plans to award a greater share of BUILD Transportation funding to projects located in rural areas that align well with the merit criteria than to those in urban areas. Rural applicants can highlight their needs in response to several of the evaluation criteria, including to deploy rural broadband as part of an eligible transportation project. BUILD encourages local governments to proactively raise new sources of revenue with a new criterion to evaluate local activities to generate additional non-Federal revenue for transportation infrastructure.

BUILD applications will be evaluated based on the following merit criteria: safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and additional non-Federal revenue for infrastructure investments. Below is a side-by-side comparison of the merit criteria used in TIGER and BUILD:

| TIGER | BUILD |
|--|---|
| <p>Merit criteria</p> <p><i>Primary criteria</i></p> <ul style="list-style-type: none"> • Safety • State of Good Repair • Economic Competitiveness • Environmental Sustainability • Quality of Life <p><i>Secondary criteria</i></p> <ul style="list-style-type: none"> • Innovation • Partnership <p><i>Other criteria</i></p> <ul style="list-style-type: none"> • Demonstrated Project Readiness • Project Costs and Benefits • Cost Sharing or Matching <p><i>Additional considerations</i></p> <ul style="list-style-type: none"> • Geographic diversity among recipients | <p>Merit criteria</p> <ul style="list-style-type: none"> • Safety • State of Good Repair • Economic Competitiveness • Environmental Protection • Quality of Life • Innovation • Partnership • Non-Federal Revenue for Transportation Infrastructure Investment <p><i>Other criteria</i></p> <ul style="list-style-type: none"> • Demonstrated Project Readiness • Project Costs and Benefits <p><i>Additional considerations</i></p> <ul style="list-style-type: none"> • Geographic diversity among recipients |

For additional explanation of the criteria, please see the BUILD NOFO

What stayed the same from TIGER competitions?

The eligible costs and project types have not changed. The minimum and maximum project award sizes are the same as in FY 2017.

10. What actions can be taken to improve public awareness of traumatic injury as a public health issue?

11. What actions could be taken to improve the rapid extrication of motor vehicle crash patients?

12. What actions could be taken to improve the rapid transport of trauma patients?

13. What actions could be taken to improve prehospital care for pediatric trauma patients?

14. What actions could be taken to improve tribal prehospital trauma care?

15. What research is needed to improve prehospital trauma care during a mass casualty incident?

16. What is the potential role of 9–1–1 in improving prehospital trauma care outcomes?

17. What is the potential role of bystander care, such as Stop the Bleed, in improving prehospital trauma care outcomes?

18. What is the potential role of vehicle telematics in improving prehospital trauma care outcomes?

19. What is the potential role of telemedicine in improving prehospital trauma care outcomes?

20. What is the potential role of community paramedicine, mobile integrated healthcare, and other emerging EMS subspecialties in improving prehospital trauma care outcomes?

21. How could data-driven and evidence-based improvements in EMS systems improve prehospital trauma care?

22. How could enhanced collaboration among EMS systems, health care providers, hospitals, public safety answering points, public health, insurers, and others improve prehospital trauma care?

23. What are some opportunities to improve exchange of evidence based prehospital trauma care practices between military and civilian medicine?

24. Do you have any additional comments regarding prehospital trauma care?

Authority: 44 U.S.C. Section 3506(c)(2)(A).

Issued in Washington, DC, on April 19, 2018.

Jeff Michael,

Associate Administrator, Research and Program Development.

[FR Doc. 2018–08504 Filed 4–26–18; 8:45 am]

BILLING CODE 4910–59–P

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments Under the Consolidated Appropriations Act, 2018

AGENCY: Office of the Secretary of Transportation, DOT.

ACTION: Notice of funding opportunity.

SUMMARY: The Consolidated Appropriations Act, 2018 (Pub. L. 115–141, March 23, 2018) (“FY 2018 Appropriations Act” or the “Act”) appropriated \$1.5 billion to be awarded by the Department of Transportation (“DOT” or the “Department”) for National Infrastructure Investments. This appropriation stems from the program funded and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the “Recovery Act”). This program was previously known as the Transportation Investment Generating Economic Recovery, or “TIGER Discretionary Grants,” program and is now known as the Better Utilizing Investments to Leverage Development, or “BUILD Transportation Discretionary Grants,” program. Funds for the FY 2018 BUILD Transportation program are to be awarded on a competitive basis for projects that will have a significant local or regional impact. The purpose of this Final Notice is to solicit applications for BUILD Transportation Discretionary Grants.

DATES: Applications must be submitted by 8:00 p.m. E.D.T. on July 18, 2018.

ADDRESSES: Applications must be submitted through *Grants.gov*.

FOR FURTHER INFORMATION CONTACT: For further information concerning this notice, please contact the BUILD Transportation program staff via email at *BUILDgrants@dot.gov*, or call Howard Hill at 202–366–0301. A TDD is available for individuals who are deaf or hard of hearing at 202–366–3993. In addition, DOT will regularly post answers to questions and requests for clarifications as well as information about webinars for further guidance on DOT’s website at *www.transportation.gov/BUILDgrants*.

SUPPLEMENTARY INFORMATION: Many of the selection criteria of BUILD Transportation grants overlap with previous rounds of National Infrastructure Investments discretionary grants, though the program is refocused on infrastructure investment that will

make a positive impact throughout the country. The FY 2018 BUILD Transportation program will continue to give special consideration to projects located in rural areas. For this round of BUILD Transportation Discretionary Grants, the maximum grant award is \$25 million, and no more than \$150 million can be awarded to a single State, as specified in the FY 2018 Appropriations Act. Each section of this notice contains information and instructions relevant to the application process for these BUILD Transportation Discretionary Grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

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A. Program Description

The Consolidated Appropriations Act, 2018 (Pub. L. 115–141, March 23, 2018) (“FY 2018 Appropriations Act” or the “Act”) appropriated \$1.5 billion to be awarded by the Department of Transportation (“DOT” or the “Department”) for National Infrastructure Investments. Since this program was first created, \$5.6 billion has been awarded for capital investments in surface transportation infrastructure over nine rounds of competitive grants. Throughout the program, these discretionary grant awards have supported projects that have a significant local or regional impact.

The Department is committed to addressing the unmet transportation infrastructure needs of rural areas. Rural America is home to many of the nation’s most critical transportation infrastructure assets, including 444,000 bridges, 2.98 million miles of roadways, and 30,500 miles of Interstate highways. More than 55 percent of all public road miles are locally-owned rural roads. While only 19 percent of the nation’s population lives in rural areas, 49 percent of all traffic fatalities occur on rural roads (2015). In addition, Americans living in rural areas and on Tribal lands continue to disproportionately lack access to basic broadband service. The Department believes that underinvestment in rural transportation systems has allowed a slow and steady decline in the transportation routes that connect rural

American communities to each other and to the rest of the county. New investment is necessary to grow rural economies, facilitate freight movement, improve access to reliable and affordable transportation options and enhance health access and safety for residents. To address these rural transportation infrastructure needs, DOT intends to award a greater share of BUILD Transportation Discretionary Grant funding to projects located in rural areas that align well with the selection criteria than to such projects in urban areas.

B. Federal Award Information

1. Amount Available

The FY 2018 Appropriations Act appropriated \$1.5 billion to be awarded by DOT for the BUILD Transportation program. The FY 2018 BUILD Transportation Discretionary Grants are for capital investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. Additionally, the Act allows for up to \$15 million (of the \$1.5 billion) to be awarded as grants for the planning, preparation or design of eligible projects. DOT is referring to any such awarded projects as BUILD Transportation Planning Grants. The FY 2018 Appropriations Act also allows DOT to retain up to \$25 million of the \$1.5 billion for award, oversight and administration of grants and credit assistance made under the BUILD Transportation program. If this solicitation does not result in the award and obligation of all available funds, DOT may publish additional solicitations.

The FY 2018 Appropriations Act allows up to 20 percent of available funds (or \$300 million) to be used by the Department to pay the subsidy and administrative costs for a project receiving credit assistance under the Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”) program, if that use of the FY 2018 BUILD funds would further the purposes of the BUILD Transportation program.

2. Award Size

The FY 2018 Appropriations Act specifies that BUILD Transportation Discretionary Grants may not be less than \$5 million and not greater than \$25 million, except that for projects located in rural areas (as defined in Section C.3.ii.) the minimum BUILD Transportation Discretionary Grant size is \$1 million. There is no statutory minimum grant size, regardless of

location, for BUILD Transportation Planning grants.

3. Restrictions on Funding

Pursuant to the FY 2018 Appropriations Act, no more than 10 percent of the funds made available for BUILD Transportation Discretionary Grants (or \$150 million) may be awarded to projects in a single State. The Act also directs that not less than 30 percent of the funds provided for BUILD Transportation Discretionary Grants (or \$450 million) shall be used for projects located in rural areas. Further, DOT must take measures to ensure an equitable geographic distribution of grant funds, an appropriate balance in addressing the needs of urban and rural areas, and investment in a variety of transportation modes.

4. Availability of Funds

The FY 2018 Appropriations Act requires that FY 2018 BUILD Transportation Discretionary Grants funds are only available for obligation through September 30, 2020. Obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements. All FY 2018 BUILD funds must be expended (the grant obligation must be liquidated or actually paid out to the grantee) by September 30, 2025. After this date, unliquidated funds are no longer available to the project. As part of the review and selection process described in Section E.2., DOT will consider whether a project is ready to proceed with an obligation of grant funds from DOT within the statutory time provided. No waiver is possible for these deadlines.

5. Previous TIGER Awards

Recipients of TIGER Discretionary Grants may apply for funding to support additional phases of a project awarded funds in the TIGER program. However, to be competitive, the applicant should demonstrate the extent to which the previously funded project phase has been able to meet estimated project schedules and budget, as well as the ability to realize the benefits expected for the project.

C. Eligibility Information

To be selected for a BUILD Transportation Discretionary Grant, an applicant must be an Eligible Applicant and the project must be an Eligible

1. Eligible Applicants

Eligible Applicants for BUILD Transportation Discretionary Grants are State, local, and tribal governments, including U.S. territories, transit agencies, port authorities, metropolitan planning organizations (MPOs), and other political subdivisions of State or local governments.

Multiple States or jurisdictions may submit a joint application and must identify a lead applicant as the primary point of contact, and also identify the primary recipient of the award. Each applicant in a joint application must be an Eligible Applicant. Joint applications must include a description of the roles and responsibilities of each applicant and must be signed by each applicant.

2. Cost Sharing or Matching

Per the FY 2018 Appropriations Act, BUILD Transportation Discretionary Grants may be used for up to 80 percent of a project located in an urban area¹ and the Secretary may increase the Federal share of costs above 80 percent for a project located in a rural area. Urban area and rural area are defined in Section C.3.ii of this notice.

For a project located in an urban area, the Federal share of the costs for which an expenditure is made under a BUILD Transportation grant may not exceed 80 percent. Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, or private funds. Toll credits under 23 U.S.C. 120(i) are considered a non-Federal source. Unless otherwise authorized by statute, State or local cost-share may not be counted as the non-Federal share for both the BUILD Transportation grant and another Federal grant program. The Department will not consider previously-incurred costs or previously-expended or encumbered funds towards the matching requirement for any project. Matching funds are subject to the same Federal requirements described in Section F.2. as awarded funds.

3. Other

i. Eligible Projects

Eligible projects for BUILD Transportation Discretionary Grants are capital projects that include, but are not limited to: (1) Highway, bridge, or other road projects eligible under title 23, United States Code; (2) public transportation projects eligible under chapter 53 of title 49, United States

¹ To meet match requirements, the minimum total project cost for a project located in an urban area must be \$6.25 million.

Code; (3) passenger and freight rail transportation projects; (4) port infrastructure investments (including inland port infrastructure and land ports of entry); and (5) intermodal projects.² The FY 2018 Appropriations Act allows up to \$15 million for the planning, preparation or design of projects eligible for BUILD Transportation funding. Activities eligible for funding under BUILD Transportation Planning Grants are related to the planning, preparation, or design—including environmental analysis, feasibility studies, and other pre-construction activities—of surface transportation projects. Research, demonstration, or pilot projects are eligible only if they will result in long-term, permanent surface transportation infrastructure that has independent utility as defined in Section C.3.iii. Applicants are strongly encouraged to submit applications only for eligible award amounts.

ii. Rural/Urban Definition

For purposes of this notice, DOT defines “rural area” as an area outside an Urbanized Area³ (UA) as designated by the U.S. Census Bureau. In this notice, an “urban area” is defined as an area inside a UA as designated by the U.S. Census Bureau.⁴

The Department will consider a project to be in a rural area if the majority of the project (determined by geographic location(s) where the majority of the money is to be spent) is located in a rural area. Costs incurred on an Urbanized Area border, including an intersection with an Urbanized Area, will be considered urban for the purposes of the FY 2018 BUILD Transportation Program. Rural and urban definitions differ in some other DOT programs, including TIFIA and the Nationally Significant Freight and Highway Projects Program (FAST Act § 1105; 23 U.S.C. 117).

This definition affects three aspects of the program. The FY 2018 Appropriations Act directs that (1) not less than \$450 million of the funds provided for BUILD Transportation Discretionary grants are to be used for projects in rural areas; (2) for a project

in a rural area the minimum award is \$1 million; and (3) the Secretary may increase the Federal share above 80 percent to pay for the costs of a project in a rural area.

iii. Project Components

An application may describe a project that contains more than one component, and may describe components that may be carried out by parties other than the applicant. DOT may award funds for a component, instead of the larger project, if that component (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C; (2) independently aligns well with the selection criteria specified in Section E; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. Independent utility means that the component will represent a transportation improvement that is usable and represents a reasonable expenditure of DOT funds even if no other improvements are made in the area, and will be ready for intended use upon completion of that component’s construction. All project components that are presented together in a single application must demonstrate a relationship or connection between them. (See Section D.2.iv. for Required Approvals).

Applicants should be aware that, depending upon the relationship between project components and applicable Federal law, DOT funding of only some project components may make other project components subject to Federal requirements as described in Section F.2.

DOT strongly encourages applicants to identify in their applications the project components that have independent utility and separately detail costs and requested BUILD Transportation funding for those components. If the application identifies one or more independent project components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal of which the independent component is a part addresses selection criteria.

iv. Application Limit

Each lead applicant may submit no more than three applications. Unrelated project components should not be bundled in a single application for the purpose of adhering to the limit. If a lead applicant submits more than three applications as the lead applicant, only

the first three received will be considered.

v. Program of Projects

Applicants that demonstrate the ability to generate additional non-Federal revenue for transportation infrastructure investment as described in Section E.1.i.h. of this notice may apply for multiple projects, exceeding the three application limit, that collectively constitute a “program of projects”. A program of projects consists of independent projects that address the same transportation challenge and whose combined benefits, including funding efficiency, are greater than if the projects are completed individually. For a program of projects, applicants must submit an application for each project within the program and describe how each project constitutes a program. Each project application within a program of projects must meet eligibility criteria described in Section C of this notice, demonstrate independent utility, and individually address the merit criteria within this notice. DOT will evaluate each application within a program of projects in the same manner in which it evaluates individual project applications. Each project within a program of projects is subject to the \$25 million award maximum and total awards cannot exceed \$150 million per State. Only applicants that generate additional non-Federal revenue as described in Section E.1.i.h. may submit applications exceeding the three application limit for consideration as a program of projects, and only one program of projects may be submitted by each eligible applicant.

D. Application and Submission Information

1. Address

Applications must be submitted to *Grants.gov*. Instructions for submitting applications can be found at www.transportation.gov/BUILDgrants along with specific instructions for the forms and attachments required for submission.

2. Content and Form of Application Submission

The application must include the Standard Form 424 (Application for Federal Assistance), Standard Form 424C (Budget Information for Construction Programs), cover page, and the Project Narrative. More detailed information about the Project Narrative follows. Applicants should also complete and attach to their application the “BUILD 2018 Project Information”

²Please note that the Department may use a BUILD Transportation Discretionary Grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for BUILD Transportation Discretionary Grants to pay for the surface transportation components of these projects.

³Updated lists of UAs as defined by the Census Bureau are available on the Census Bureau website at http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/.

⁴See www.transportation.gov/BUILDgrants for a list of UAs.

form available at www.transportation.gov/BUILDgrants.

The Department recommends that the project narrative follow the basic outline below to address the program

requirements and assist evaluators in locating relevant information.

| | |
|---|----------------------------|
| I. Project Description | See D.2.i. |
| II. Project Location | See D.2.ii. |
| III. Grant Funds, Sources and Uses of all Project Funding | See D.2.iii. |
| IV. Merit Criteria | See D.2.iv.(1). |
| V. Project Readiness | See D.2.iv.(2) and E.1.ii. |

The project narrative should include the information necessary for the Department to determine that the project satisfies project requirements described in Sections B and C and to assess the selection criteria specified in Section E.1. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by the Department. The Department may ask any applicant to supplement data in its application, but expects applications to be complete upon submission.

In addition to a detailed statement of work, detailed project schedule, and detailed project budget, the project narrative should include a table of contents, maps and graphics, as appropriate, to make the information easier to review. The Department recommends that the project narrative be prepared with standard formatting preferences (a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative may not exceed 30 pages in length, excluding cover pages and table of contents. The only substantive portions that may exceed the 30-page limit are documents supporting assertions or conclusions made in the 30-page project narrative. If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. At the applicant's discretion, relevant materials provided previously to an operating administration in support of a different DOT financial assistance program may be referenced and described as unchanged. The Department recommends using appropriately descriptive file names (e.g., "Project Narrative," "Maps," "Memoranda of Understanding and Letters of Support," etc.) for all attachments. DOT recommends applications include the following sections:

i. Project Description

The first section of the application should provide a concise description of the project, the transportation challenges that it is intended to address, and how it will address those challenges. This section should discuss the project's history, including a description of any previously completed components. The applicant may use this section to place the project into a broader context of other transportation infrastructure investments being pursued by the project sponsor, and, if applicable, how it will benefit communities in rural areas.

ii. Project Location

This section of the application should describe the project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, and geospatial data describing the project location. If the project is located within the boundary of a Census-designated UA, the application should identify the UA.

iii. Grant Funds, Sources and Uses of Project Funds

This section of the application should describe the project's budget. This budget should not include any previously incurred expenses. At a minimum, it should include:

- (A) Project costs;
- (B) For all funds to be used for eligible project costs, the source and amount of those funds;
- (C) For non-Federal funds to be used for eligible project costs, documentation of funding commitments should be referenced here and included as an appendix to the application;
- (D) For Federal funds to be used for eligible project costs, the amount, nature, and source of any required non-Federal match for those funds;
- (E) A budget showing how each source of funds will be spent. The budget should show how each funding source will share in each major construction activity, and present that data in dollars and percentages. Funding sources should be grouped into three categories: non-Federal; BUILD;

and other Federal. If the project contains individual components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget detail should sufficiently demonstrate that the project satisfies the statutory cost-sharing requirements described in Section C.2;

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a particular source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a particular source of funds is available for expenditure only during a fixed time period, the application should describe that restriction. Complete information about project funds will ensure that the Department's expectations for award execution align with any funding restrictions unrelated to the Department, even if an award differs from the applicant's request.

iv. Criteria

This section of the application should demonstrate how the project aligns with the Criteria described in Section E.1 of this notice. The Department encourages applicants to either address each criterion or expressly state that the project does not address the criterion. Applicants are not required to follow a specific format, but the outline suggested below, which addresses each criterion separately, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application. The guidance in this section is about how the applicant should organize their application. Guidance describing how the Department will evaluate projects against the Merit Criteria is in Section E.1 of this notice. Applicants also should review that section before

considering how to organize their application.

(1) Merit Criteria

(a) Safety

This section of the application should describe the anticipated outcomes of the project that support the Safety criterion (described in Section E.1.i.(a) of this notice). The applicant should include information on, and to the extent possible, quantify, how the project would improve safety outcomes within the project area or wider transportation network, to include how the project will reduce the number, rate, and consequences of transportation-related accidents, serious injuries, and fatalities among transportation users, or how the project will eliminate unsafe grade crossings or contribute to preventing unintended releases of hazardous materials.

(b) State of Good Repair

This section of the application should describe how the project will contribute to a state of good repair by improving the condition or resilience of existing transportation facilities and systems (described in Section E.1.i.(b) of this notice), including the project's current condition and how the proposed project will improve it, and any estimation of impacts on long-term cost structures or impacts on overall life-cycle costs. If the project will contribute to a state of good repair of transportation infrastructure that supports border security, the applicant should describe how.

(c) Economic Competitiveness

This section of the application should describe how the project will support the Economic Competitiveness criterion (described in Section E.1.i.(c) of this notice). The applicant should include information about expected impacts of the project on the movement of goods and people, including how the project increases the efficiency of movement and thereby reduces costs of doing business, improves local and regional freight connectivity to the national and global economy, reduces burdens of commuting, and improves overall well-being. The applicant should describe the extent to which the project contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or freight connectivity, bridges service gaps in rural areas, or promotes the expansion of private economic development.

(d) Environmental Protection

This section of the application should describe how the project addresses the

environmental protection criterion (described in Section E.1.i.(d) of this notice). Applicants are encouraged to provide quantitative information, including baseline information that demonstrates how the project will reduce energy consumption, stormwater runoff, or achieve other benefits for the environment such as brownfield redevelopment.

(e) Quality of Life

This section should describe how the project increases transportation choices for individuals, expands access to essential services for people in communities across the United States, improves connectivity for citizens to jobs, health care, and other critical destinations, particularly for rural communities, or otherwise addresses the quality of life criterion (described in Section E.1.i.(e) of this notice). If construction of the transportation project will allow concurrent installation of fiber or other broadband deployment as an essential service, the applicant should describe those activities and how they support quality of life. Unless the concurrent activities support transportation, they will not be eligible for reimbursement.

(f) Innovation

This section of the application should describe innovative strategies used and the anticipated benefits of using those strategies, including those corresponding to three categories (described in Section E.1.i.(f) of this notice): (i) Innovative Technologies, (ii) Innovative Project Delivery, or (iii) Innovative Financing.

(i) Innovative Technologies

If an applicant is proposing to adopt innovative safety approaches or technology, the application should demonstrate the applicant's capacity to implement those innovations, the applicant's understanding of whether the innovations will require extraordinary permitting, approvals, or other procedural actions, and the effects of those innovations on the project delivery timeline.

(ii) Innovative Project Delivery

If an applicant plans to use innovative approaches to project delivery, applicants should describe those project delivery methods and how they are expected to improve the efficiency of the project development or expedite project delivery.

If an applicant is proposing to use SEP-14 or SEP-15 (as described in section E.1.i.(f) of this notice) the applicant should describe that proposal.

The applicant should also provide sufficient information for evaluators to confirm that the applicant's proposal would meet the requirements of the specific experimental authority program.⁵

(iii) Innovative Financing

If an applicant plans to incorporate innovative funding or financing, the applicant should describe the funding or financing approach, including a description of all activities undertaken to pursue private funding or financing for the project and the outcomes of those activities.

(g) Partnership

This section of the application should include information to assess the partnership criterion (described in Section E.1.i.(g) of this notice) including a list of all project parties and details about the proposed grant recipient and other public and private parties who are involved in delivering the project. This section should also describe efforts to collaborate among stakeholders, including with the private sector.

(h) Non-Federal Revenue for Transportation Infrastructure Investment

If an applicant generates additional non-Federal revenue (as described in Section E.1.i.(h) of this notice), this section should provide evidence of newly secured and committed revenue for transportation infrastructure investments and identify the source of the revenue. If new revenue for transportation infrastructure investments has not already been secured, the applicant should explain necessary steps to securing revenue and provide a timeline of key milestones leading to its commitment. To ensure new revenue does not supplant existing sources, applications should provide estimates of future revenue levels absent and, separately, with the new revenue. If applicable, this section should describe any fiscal or legal constraints that affect the applicant's ability to generate non-Federal revenue.

(2) Project Readiness

This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate whether the project is reasonably expected to begin

⁵ SEP-14 information is available at https://www.fhwa.dot.gov/programadmin/contracts/sep_a.cfm. SEP-15 information is available at https://www.fhwa.dot.gov/ipd/p3/tools_programs/sep15_procedures.aspx.

construction in a timely manner. To assist the Department's project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections.

Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how the Department will evaluate a project's readiness is described in Section E.1.ii of this notice. Applicants also should review that section when considering how to organize their application.

(a) Technical Feasibility

The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the BUILD application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed.

(b) Project Schedule

The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program); start and completion of NEPA and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications and estimates; procurement; State and local approvals; project partnership and implementation agreements, including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

(1) All necessary activities will be complete to allow BUILD Transportation funds to be obligated sufficiently in advance of the statutory deadline (September 30, 2020 for FY 2018 funds), and that any unexpected delays will not put the funds at risk of expiring before they are obligated;

(2) the project can begin construction quickly upon obligation of BUILD Transportation funds, and that the grant funds will be spent expeditiously once construction starts, with all BUILD Transportation funds expended by September 30, 2025; and

(3) all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no acquisition is necessary.

(c) Required Approvals

(1) Environmental Permits and Reviews. The application should demonstrate receipt (or reasonably anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State and local requirements and completion of the NEPA process. Specifically, the application should include:

(a) Information about the NEPA status of the project. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a website link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the type of NEPA review underway, where the project is in the process, and indicate the anticipated date of completion of all milestones and of the final NEPA determination. If the last agency action with respect to NEPA documents occurred more than three years before the application date, the applicant should describe why the project has been delayed and include a proposed approach for verifying and, if necessary, updating this material in accordance with applicable NEPA requirements.

(b) Information on reviews, approvals, and permits by other agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies,⁶

⁶ Projects that may impact protected resources such as wetlands, species habitat, cultural or

indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State or local requirements, and when such approvals are expected. Applicants should provide a website link or other reference to copies of any reviews, approvals, and permits prepared.

(c) Environmental studies or other documents, preferably through a website link, that describe in detail known project impacts, and possible mitigation for those impacts.

(d) A description of discussions with the appropriate DOT operating administration field or headquarters office regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals.

(e) A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

(2) State and Local Approvals. The applicant should demonstrate receipt of State and local approvals on which the project depends, such as State and local environmental and planning approvals and Statewide Transportation Improvement Program (STIP) or (Transportation Improvement Program) TIP funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

(3) Federal Transportation Requirements Affecting State and Local Planning. The planning requirements applicable to the relevant operating administration apply to all BUILD Transportation projects,⁷ including

historical resources require review and approval by Federal and State agencies with jurisdiction over those resources.

⁷ Under 23 U.S.C. 134 and § 135, all projects requiring an action by FHWA must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP) and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive a BUILD Transportation grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and MPO. Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans in order to receive a BUILD Transportation grant. Port, freight rail, and intermodal projects are not required to be on the State Rail Plans called for in the Passenger Rail Investment and Improvement Act of

intermodal projects located at airport facilities.⁸ Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document.

To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration.

Because projects have different schedules, the construction start date for each BUILD Transportation grant must be specified in the project-specific agreements signed by relevant operating administration and the grant recipients, based on critical path items that applicants identify in the application and will be consistent with relevant State and local plans.

(d) Assessment of Project Risks and Mitigation Strategies

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake in order to mitigate those risks. The applicant should assess the greatest risks to the

2008, or in a State Freight Plan as described in the FAST Act. However, applicants seeking funding for freight projects are encouraged to demonstrate that they have done sufficient planning to ensure that projects fit into a prioritized list of capital needs and are consistent with long-range goals. Means of demonstrating this consistency would include whether the project is in a TIP or a State Freight Plan that conforms to the requirements Section 70202 of Title 49 prior to the start of construction. Port planning guidelines are available at StrongPorts.gov.

⁸Projects at grant obligated airports must be compatible with the FAA-approved Airport Layout Plan, as well as aeronautical surfaces associated with the landing and takeoff of aircraft at the airport. Additionally, projects at an airport: Must comply with established Sponsor Grant Assurances, including (but not limited to) requirements for non-exclusive use facilities, consultation with users, consistency with local plans including development of the area surrounding the airport, and consideration of the interest of nearby communities, among others; and must not adversely affect the continued and unhindered access of passengers to the terminal.

project and identify how the project parties will mitigate those risks.

To the extent it is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information at www.transportation.gov/BUILDgrants, for information on the pre-requisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

BUILD Transportation Planning Grant applicants should describe their capacity to successfully implement the proposed activities in a timely manner.

(3) Benefit Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the Project Narrative. The results of the analysis should be summarized in the Project Narrative directly, as described in Section D.2.

Applicants should delineate each of their project's expected outcomes in the form of a complete BCA to enable the Department to evaluate the project's cost-effectiveness by estimating a benefit-cost ratio and calculating the magnitude of net benefits and costs for the project. In support of each project for which an applicant seeks funding, that applicant should submit a BCA that quantifies the expected benefits of the project against a no-build baseline, provides monetary estimates of the benefits' economic value, and compares the properly-discounted present values of these benefits to the project's estimated costs.

The primary economic benefits from projects eligible for BUILD Transportation Grants are likely to include savings in travel time costs, vehicle operating costs, and safety costs for both existing users of the improved facility and new users who may be attracted to it as a result of the project. Reduced damages from vehicle emissions and savings in maintenance costs to public agencies may also be quantified. Applicants may describe other categories of benefits in the BCA that are more difficult to quantify and value in economic terms, such as improving the reliability of travel times or improvements to the existing human and natural environments (such as increased connectivity, improved public health, storm water runoff mitigation, and noise reduction), while also providing numerical estimates of the magnitude and timing of each of these additional impacts wherever possible.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project.

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also consider the present discounted value of any remaining service life of the asset at the end of the analysis period. The costs and benefits that are compared in the BCA should also cover the same project scope.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. Applicants should provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by DOT evaluators. Detailed guidance for estimating some types of quantitative benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, are available in the Department's guidance for conducting BCAs for projects seeking funding under the BUILD Transportation program (see www.transportation.gov/BUILDgrants/additional-guidance).

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant must: (1) Be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The Department may not make a BUILD Transportation grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make a BUILD Transportation grant, the Department may determine that the applicant is not qualified to receive a BUILD Transportation grant and use that determination as a basis for making

a BUILD Transportation grant to another applicant.

4. Submission Dates and Times

i. Deadline

Applications must be submitted by 8:00 p.m. E.D.T. on July 18, 2018. The *Grants.gov* "Apply" function will open by June 3, 2018.

To submit an application through *Grants.gov*, applicants must:

- (1) Obtain a Data Universal Numbering System (DUNS) number;
- (2) Register with the System for Award Management (SAM) at www.SAM.gov;
- (3) Create a *Grants.gov* username and password; and
- (4) The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from *Grants.gov* and login at *Grants.gov* to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization.

Please note that the *Grants.gov* registration process usually takes 2–4 weeks to complete and that the Department will not consider late applications that are the result of failure to register or comply with *Grants.gov* applicant requirements in a timely manner. For information and instruction on each of these processes, please see instructions at <http://www.grants.gov/web/grants/applicants/applicant-faqs.html>. If applicants experience difficulties at any point during the registration or application process, please call the *Grants.gov* Customer Service Support Hotline at 1(800) 518–4726, Monday–Friday from 7:00 a.m. to 9:00 p.m. EST.

ii. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid applications through *Grants.gov* will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

iii. Late Applications

Applicants experiencing technical issues with *Grants.gov* that are beyond the applicant's control must contact BUILDgrants@dot.gov prior to the application deadline with the user name of the registrant and details of the technical issue experienced. The applicant must provide:

- (1) Details of the technical issue experienced;
- (2) Screen capture(s) of the technical issues experienced along with corresponding *Grants.gov* "Grant tracking number";

(3) The "Legal Business Name" for the applicant that was provided in the SF–424;

(4) The AOR name submitted in the SF–424;

(5) The DUNS number associated with the application; and

(6) The *Grants.gov* Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) Failure to complete the registration process before the deadline; (2) failure to follow *Grants.gov* instructions on how to register and apply as posted on its website; (3) failure to follow all instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant's computer or information technology environment. After the Department reviews all information submitted and contact the *Grants.gov* Help Desk to validate reported technical issues, DOT staff will contact late applicants to approve or deny a request to submit a late application through *Grants.gov*. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

E. Application Review Information

1. Criteria

This section specifies the criteria that DOT will use to evaluate and award applications for BUILD Transportation Discretionary Grants. The criteria incorporate the statutory eligibility requirements for this program, which are specified in this notice as relevant. Projects will also be evaluated for demonstrated project readiness and benefits and costs.

i. Merit Criteria

Applications that do not demonstrate a likelihood of significant long-term benefits based on these criteria will not proceed in the evaluation process. DOT does not consider any merit criterion more important than the others. BUILD Transportation Planning Grant applications will be evaluated against the same criteria as capital grant applications. While the FY 2018 Appropriations Act allows funding solely for pre-construction activities, the Department will prioritize FY 2018 BUILD Transportation funding for projects which demonstrate the ability to move into the construction phase within the period of obligation. The selection criteria, which will receive equal consideration, are:

(a) Safety

The Department will assess the project's ability to foster a safe transportation system for the movement of goods and people. The Department will consider the projected impacts on the number, rate, and consequences of crashes, fatalities and injuries among transportation users; the project's contribution to the elimination of highway/rail grade crossings, or the project's contribution to preventing unintended releases of hazardous materials.

(b) State of Good Repair

The Department will assess whether and to what extent: (1) The project is consistent with relevant plans to maintain transportation facilities or systems in a state of good repair and address current and projected vulnerabilities; (2) if left unimproved, the poor condition of the asset will threaten future transportation network efficiency, mobility of goods or accessibility and mobility of people, or economic growth; (3) the project is appropriately capitalized up front and uses asset management approaches that optimize its long-term cost structure; (4) a sustainable source of revenue is available for operations and maintenance of the project and the project will reduce overall life-cycle costs; (5) maintain or improve transportation infrastructure that supports border security functions; and (6) the project includes a plan to maintain the transportation infrastructure in a state of good repair. The Department will prioritize projects that ensure the good condition of transportation infrastructure, including rural transportation infrastructure, that support commerce and economic growth.

(c) Economic Competitiveness

The Department will assess whether the project will (1) decrease transportation costs and improve access, especially for rural communities, through reliable and timely access to employment centers and job opportunities; (2) improve long-term efficiency, reliability or costs in the movement of workers or goods; (3) increase the economic productivity of land, capital, or labor; (4) result in long-term job creation and other economic opportunities; or (5) help the United States compete in a global economy by facilitating efficient and reliable freight movement.

Projects that address congestion in major urban areas, particularly those that do so through the use of congestion

pricing or the deployment of advanced technology, projects that bridge gaps in service in rural areas, and projects that attract private economic development, all support local or regional economic competitiveness.

(d) Environmental Protection

The Department will consider the extent to which the project improves energy efficiency, reduces dependence on oil, reduces congestion-related emissions, improves water quality, avoids and mitigates environmental impacts and otherwise benefits the environment, including through alternative right of way uses demonstrating innovative ways to improve or streamline environmental reviews while maintaining the same outcomes. The Department will assess the project's ability to: (i) Reduce energy use and air or water pollution through congestion mitigation strategies; (ii) avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; or (iii) provide environmental benefits, such as brownfield redevelopment, ground water recharge in areas of water scarcity, wetlands creation or improved habitat connectivity, and stormwater mitigation.

(e) Quality of Life

The Department will consider the extent to which the project: (i) Increases transportation choices for individuals to provide more freedom on transportation decisions; (ii) expands access to essential services for communities across the United States, particularly for rural communities; and (iii) improves connectivity for citizens to jobs, health care, and other critical destinations, particularly for rural communities. Americans living in rural areas and on Tribal lands continue to disproportionately lack access and connectivity, and the Department will consider whether and the extent to which the construction of the transportation project will allow concurrent installation of fiber or other broadband deployment as an essential service.

(f) Innovation

The Department will assess the extent to which the applicant uses innovative strategies, including: (i) Innovative technologies, (ii) innovative project delivery, or (iii) innovative financing.

(i) Innovative Technologies

DOT will assess innovative approaches to transportation safety, particularly in relation to automated vehicles and the detection, mitigation,

and documentation of safety risks. When making BUILD Transportation award decisions, the Department will consider any innovative safety approaches proposed by the applicant, particularly projects which incorporate innovative design solutions, enhance the environment for automated vehicles, or use technology to improve the detection, mitigation, and documentation of safety risks. Innovative safety approaches may include, but are not limited to:

- Conflict detection and mitigation technologies (e.g., intersection alerts and signal prioritization);
- Dynamic signaling or pricing systems to reduce congestion;
- Signage and design features that facilitate autonomous or semi-autonomous vehicle technologies;
- Applications to automatically capture and report safety-related issues (e.g., identifying and documenting near-miss incidents); and
- Cybersecurity elements to protect safety-critical systems.

For innovative safety proposals, the Department will evaluate safety benefits that those approaches could produce and the broader applicability of the potential results. DOT will also assess the extent to which the project uses innovative technology that supports surface transportation to significantly enhance the operational performance of the transportation system.

Innovative technologies include: broadband deployment and the installation of high-speed networks concurrent with the project construction; connecting Intelligent Transportation System (ITS) infrastructure; and providing direct fiber connections that support surface transportation to public and private entities, which can provide a platform and catalyst for growth of rural communities. The Department will consider whether and the extent to which the construction of the transportation project will allow concurrent broadband deployment and the installation of high-speed networks.

(ii) Innovative Project Delivery

DOT will consider the extent to which the project utilizes innovative practices in contracting, congestion management, asset management, or long-term operations and maintenance.

The Department also seeks projects that employ innovative approaches to improve the efficiency and effectiveness of the environmental permitting and review to accelerate project delivery and achieve improved outcomes for communities and the environment. The Department's objective is to achieve

timely and consistent environmental review and permit decisions. Participation in innovative project delivery approaches will not remove any statutory requirements affecting project delivery. While BUILD Transportation award recipients are not required to employ innovative approaches, the Department encourages BUILD Transportation applicants to describe innovative project delivery methods for proposed projects.

Additionally, DOT is interested in projects that apply innovative strategies to improve the efficiency of project development or expedite project delivery by using FHWA's Special Experimental Project No. 14 (SEP-14) and Special Experimental Project No. 15 (SEP-15). Under SEP-14 and SEP-15, FHWA may waive statutory and regulatory requirements under title 23 on a project-by-project basis to explore innovative processes that could be adopted through legislation. This experimental authority is available to test changes that would improve the efficiency of project delivery in a manner that is consistent with the purposes underlying existing requirements; it is not available to frustrate the purposes of existing requirements.

When making BUILD Transportation award decisions, the Department will consider the applicant's proposals to use SEP-14 or SEP-15, whether the proposals are consistent with the objectives and requirements of those programs, the potential benefits that experimental authorities or waivers might provide to the project, and the broader applicability of potential results. The Department is not replacing the application processes for SEP-14 or SEP-15 with this notice or the BUILD Transportation program application. Instead, it seeks detailed expressions of interest in those programs. If selected for an BUILD Transportation award, the applicant would need to satisfy the relevant programs' requirements and complete the appropriate application processes. Selection for a BUILD Transportation award does not mean a project's SEP-14 or SEP-15 proposal has been approved. The Department will make a separate determination in accordance with those programs' processes on the appropriateness of a waiver.

(iii) Innovative Financing

DOT will assess the extent to which the project incorporates innovations in transportation funding and finance through both traditional and innovative means, including by using private sector funding or financing and recycled

revenue from the competitive sale or lease of publicly owned or operated assets.

(g) Partnership

The Department will consider the extent to which projects demonstrate strong collaboration among a broad range of stakeholders. Projects with strong partnership typically involve multiple partners in project development and funding, such as State and local governments, other public entities, and private or nonprofit entities. DOT will consider rural applicants that partner with State, local, or private entities for the completion and operation of transportation infrastructure to have strong partnership. DOT will also assess the extent to which the project application demonstrates collaboration among neighboring or regional jurisdictions, including neighboring rural areas, to achieve local or regional benefits. In the context of public-private partnerships, DOT will assess the extent to which partners are encouraged to ensure long-term asset performance, such as through pay-for-success approaches.

DOT will also consider the extent to which projects include partnerships that bring together diverse transportation agencies or are supported, financially or otherwise, by other stakeholders that are pursuing similar objectives. For example, DOT will consider the extent to which transportation projects are coordinated with economic development, housing, water and waste infrastructure, power and electric infrastructure, broadband and land use plans and policies or other public service efforts.

(h) Non-Federal Revenue for Transportation Infrastructure Investment

The Administration believes that attracting significant new, non-Federal revenue streams dedicated to transportation infrastructure investment is desirable to maximize investment in transportation infrastructure. The Department will assess the extent that applications provide evidence that the applicant will secure and commit new, non-Federal revenue to transportation infrastructure investment.

New revenue means revenue that is not included in current and projected funding levels and results from specific actions taken to increase transportation infrastructure investment. For example, an applicant may generate new revenue through asset recycling, tolling, tax-increment financing, or sales or gas tax increases. New revenue does not include the proceeds of a new bond

issuance unless an applicant raises or commits to raising new revenue to repay the bonds. The Department will consider actions to create new revenue only if those actions occurred after January 1, 2015 or will occur in the future; it will not consider actions that occurred before January 1, 2015. For applications that propose to generate revenue over multiple years, the maximum time period that should be used is 10 years, beginning on January 1, 2018. Among otherwise similar applications, applicants that generate more new non-Federal revenue for future transportation infrastructure investment will be more competitive. The Department recognizes that applicants have varying abilities and resources to generate non-Federal revenue. If an applicant describes broader legal or fiscal constraints that affect its ability to generate non-Federal revenue, the Department will consider those constraints. As mandated by the FY 2018 Appropriations Act, the Department will not use the Federal share as a selection criterion in awarding projects.

ii. Demonstrated Project Readiness

During application evaluation, the Department may consider project readiness to assess the likelihood of a successful project. In that analysis, the Department will consider significant risks to successful completion of a project, including risks associated with environmental review, permitting, technical feasibility, funding, and the applicant's capacity to manage project delivery. Risks do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks or with a risk mitigation plan is more competitive than a comparable project with unaddressed risks.

iii. Project Costs and Benefits

The Department may consider the costs and benefits of projects seeking BUILD Transportation funding. To the extent possible, the Department will rely on quantitative, data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project's estimated benefit-cost ratio and net quantifiable benefits based on the applicant-supplied BCA described in Section D.2.vi.

iv. Additional Considerations

The FY 2018 Appropriations Act requires the Department to consider contributions to geographic diversity among recipients, including the need for a balance between the needs of rural

and urban communities when selecting BUILD Transportation projects.

2. Review and Selection Process

DOT reviews all eligible applications received by the deadline. The BUILD Transportation grants review and selection process consists of at least Technical Review and Senior Review. In the Technical Review, teams comprising staff from the Office of the Secretary (OST) and operating administrations review all eligible applications and rate projects based on how well the projects align with the selection criteria. The Senior Review Team, which includes senior leadership from OST and the operating administrations determines which projects to advance to the Secretary as Highly Rated. The FY 2018 Appropriations Act mandated BUILD Transportation grant awards by December 18, 2018. To ensure the Department meets the statutory deadline specified in the FY 2018 Appropriations Act, the Department may revise the evaluation process based on the number of applications received. The Secretary selects from the Highly Rated projects for final awards.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.205. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notice

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at www.transportation.gov/BUILDgrants. Notice of selection is not authorization to begin performance. Following that announcement, the relevant operating administration will contact the point of contact listed in the SF 424 to initiate negotiation of the grant agreement for authorization.

2. Administrative and National Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by DOT at 2 CFR part 1201. Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive BUILD Transportation Discretionary Grants awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 CFR apply. For an illustrative list of the applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a BUILD Transportation project administered by the FHWA, please see https://ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2016_gr_exhbt/index.htm. For BUILD Transportation projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with BUILD Transportation Discretionary Grants funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply. For projects administered by the Federal Railroad Administration, FRA requirements described in 49 U.S.C. Subtitle V, Part C apply.

Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with BUILD Transportation Discretionary Grant funds, other Federal funds, or non-Federal funds.

3. Reporting

i. Progress Reporting on Grant Activities

Each applicant selected for BUILD Transportation Discretionary Grants funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress

and ensure accountability and financial transparency in the BUILD Transportation program.

ii. System Performance Reporting

Each applicant selected for BUILD Transportation Discretionary Grant funding must collect information and report on the project's observed performance with respect to the relevant long-term outcomes that are expected to be achieved through construction of the project. Performance indicators will not include formal goals or targets, but will include observed measures under baseline (pre-project) as well as post-implementation outcomes for an agreed-upon timeline, and will be used to evaluate and compare projects and monitor the results that grant funds achieve to the intended long-term outcomes of the BUILD Transportation program are achieved. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in Section E. Performance reporting continues for several years after project construction is completed, and DOT does not provide BUILD Transportation Discretionary Grant funding specifically for performance reporting.

iii. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

G. Federal Awarding Agency Contacts

For further information concerning this notice please contact the BUILD Transportation program staff via email at BUILDgrants@dot.gov, or call Howard Hill at 202-366-0301. A TDD is available for individuals who are deaf or hard of hearing at 202-366-3993. In addition, DOT will post answers to questions and requests for clarifications on DOT's website at www.transportation.gov/BUILDgrants. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the BUILD Transportation Discretionary Grants selection and award process upon request.

H. Other information

1. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the application includes information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant should do the following: (1) Note on the front cover that the submission "Contains Confidential Business Information (CBI)"; (2) mark each affected page "CBI"; and (3) highlight or otherwise denote the CBI portions. DOT protects such information from disclosure to the extent allowed under applicable law. In the event DOT receives a Freedom of Information Act (FOIA) request for the information, DOT will follow the procedures described in its FOIA regulations at 49 CFR 7.17. Only information that is ultimately determined to be confidential under that procedure will be exempt from disclosure under FOIA.

Issued on: April 20, 2018.

Elaine L. Chao,

Secretary.

[FR Doc. 2018-08906 Filed 4-26-18; 8:45 am]

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RICHLAND COUNTY
TRANSPORTATION PROGRAM
**2017
ANNUAL
REPORT**



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www.RichlandPenny.com

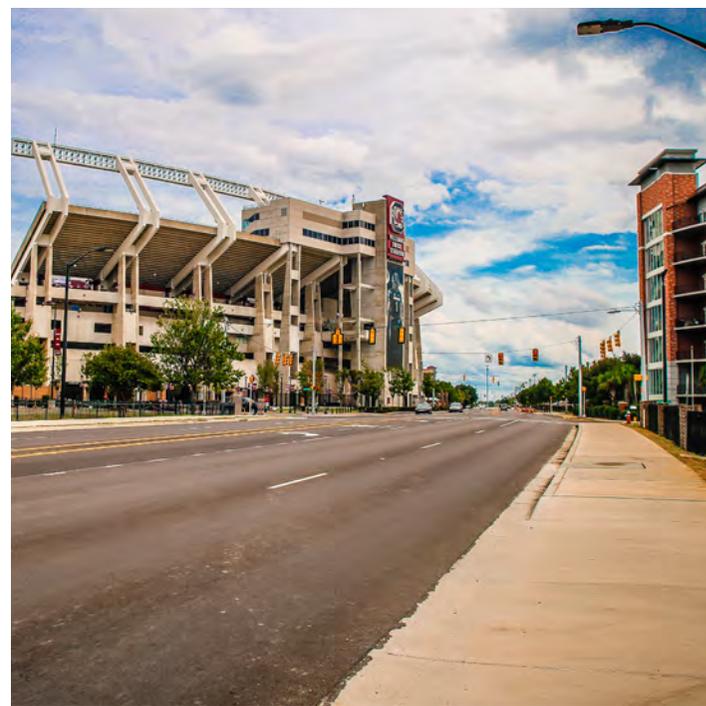


TRANSPORTATION PROGRAM

RICHLAND COUNTY
TRANSPORTATION PROGRAM
**2017
ANNUAL
REPORT**



TRANSPORTATION PROGRAM





A Message from the Chair

In 2012, voters entrusted Richland County with the exciting and challenging task of making the public transit system better and improving the County's roads and other transportation-related public areas.

Much progress has been made. The Penny Program has brought dramatic transit improvements to The COMET, made dangerous intersections safer, paved dozens of dirt roads to make them easier to travel and widened various roads to accommodate and improve traffic flow. In addition, the program includes major projects, such as the Shop Road

Extension, that will significantly impact economic development in the County.

In 2017, the Penny Program completed 146 projects. A total of \$94.4 million was spent in support of The COMET, paving and upgrading roads and so much more. The Penny Program is responsible for completing a total of 269 projects since it went into effect approximately four years ago.

I'm pleased to present the 2017 Annual Report, which details the amount of money spent and collected through the Penny Program and provides updates

on the many projects completed and in progress. The report also highlights key projects and provides an overview of work planned in 2018.

Richland County is well on its way to providing citizens the modern transportation network they so richly deserve.

Respectfully submitted,

Chair Joyce Dickerson, District 2

Richland County Transportation Program 2017 ANNUAL REPORT



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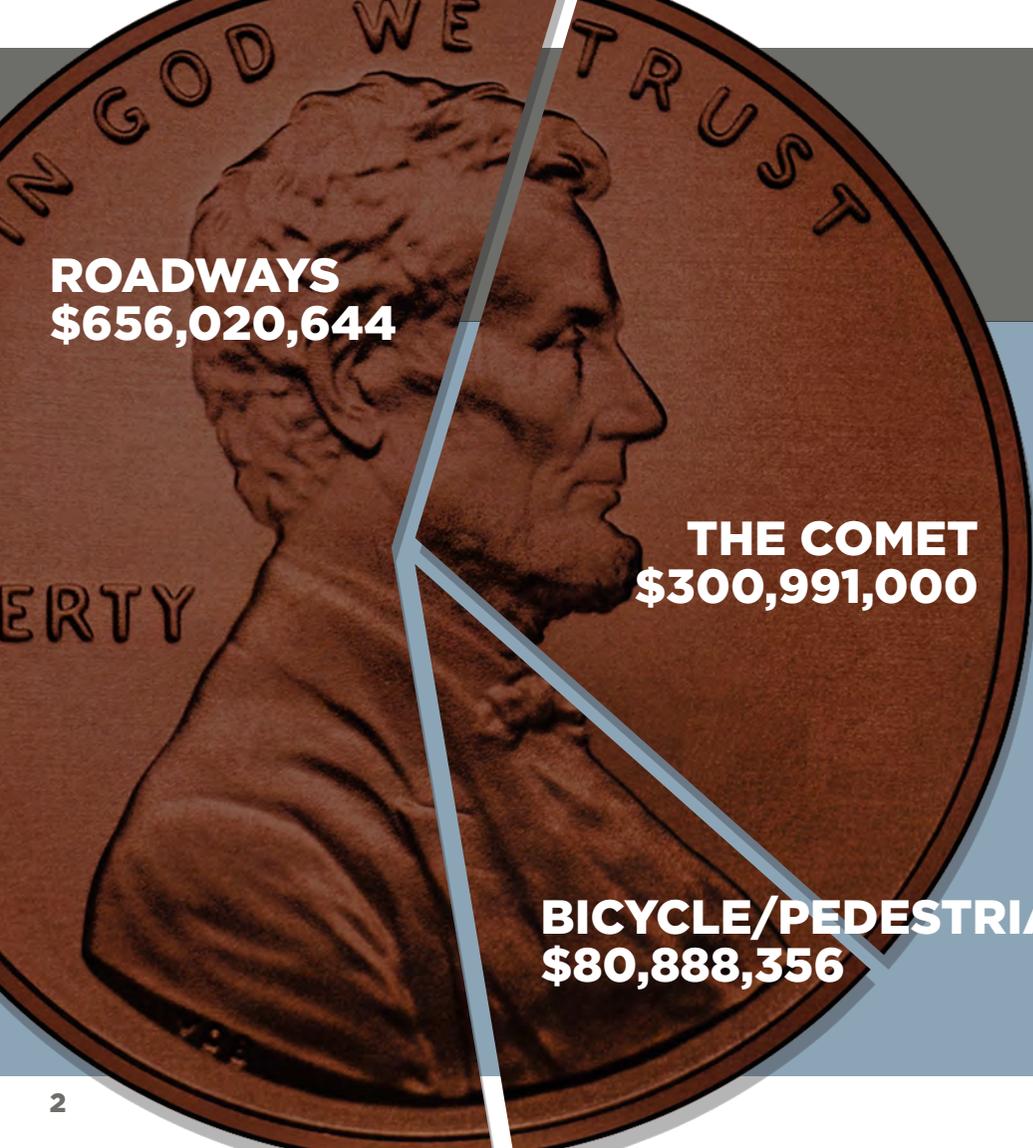
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TRANSPORTATION
PROGRAM



ROADWAYS
\$656,020,644

THE COMET
\$300,991,000

BICYCLE/PEDESTRIAN/GREENWAYS
\$80,888,356

PROGRAM OVERVIEW

In November 2012, Richland County voters approved the Transportation Penny Program. This program is divided into three major categories and is funded by a special sales and use tax for not more than 22 years or until a total of \$1.07 billion in sales tax revenue is collected, whichever occurs first.

SMALL LOCAL BUSINESS ENTERPRISE

The purpose of the Small Local Business Enterprise (SLBE) Program is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural and engineering services, professional services, non-professional services and commodities.



37 SLBE
FIRMS ARE PARTICIPATING
IN RICHLAND PENNY
PROGRAM CONTRACTS

87 SLBE
FIRMS HAVE BEEN
CERTIFIED TO DATE

\$31,310,925
HAS BEEN AWARDED
TO SLBE FIRMS TO DATE

\$31,090,131
HAS BEEN PAID TO
SLBE FIRMS TO DATE

PUBLIC INVOLVEMENT

The Program Development Team (PDT) coordinated 50 key public meetings and events for projects approved by Richland County voters.

These open forums help residents make sense of the many moving parts involved in the project development process and give people an opportunity to raise questions and share concerns. Public participation is critical to the success of the Penny Program. The PDT ensures maximum participation by communicating in a variety of ways, including traditional media, social media, mailings and a website.



\$254M

SALES TAX COLLECTION TO DATE



North Main Street Widening



Three Rivers Greenway

\$234M

TOTAL EXPENDITURES TO DATE



North Springs/Clemson Road Intersection

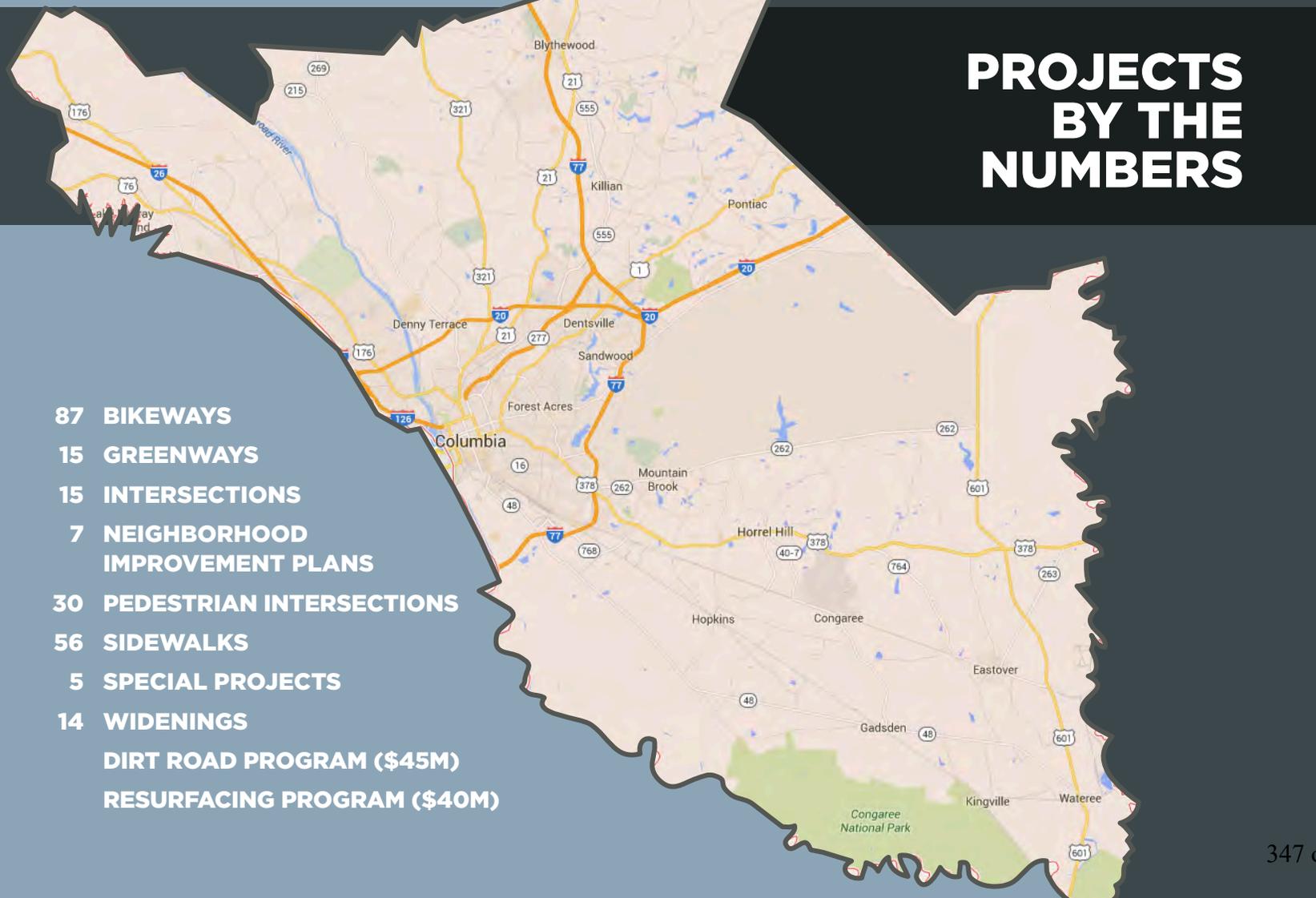
FINANCE 2017

| | |
|---------|-----------------------|
| \$66.2M | SALES TAX COLLECTIONS |
| \$7.2M | OUTSIDE FUNDING |
| \$16.8M | DISBURSED TO COMET |
| \$3.7M | PROGRAM EXPENDITURES |
| \$73.9M | PROJECT EXPENDITURES |
| \$4.2M | PLANNING & DELIVERY |
| \$4.0M | DESIGN |
| \$5.7M | RIGHT-OF-WAY |
| \$60.0M | CONSTRUCTION |
| \$94.4M | TOTAL EXPENDITURES |

PROGRAM TO DATE

| | |
|----------|-----------------------|
| \$254.2M | SALES TAX COLLECTIONS |
| \$7.5M | OUTSIDE FUNDING* |
| \$66.3M | DISBURSED TO COMET |
| \$9.5M | MITIGATION BANK |
| \$16.3M | PROGRAM EXPENDITURES |
| \$141.8M | PROJECT EXPENDITURES |
| \$13.4M | PLANNING & DELIVERY |
| \$16.9M | DESIGN |
| \$7.7M | RIGHT-OF-WAY |
| \$103.8M | CONSTRUCTION |
| \$234M | TOTAL EXPENDITURES |

*Outside funding may be received after work is completed and does not necessarily reflect total commitment to-date.



PROJECTS BY THE NUMBERS

- 87 BIKEWAYS
- 15 GREENWAYS
- 15 INTERSECTIONS
- 7 NEIGHBORHOOD IMPROVEMENT PLANS
- 30 PEDESTRIAN INTERSECTIONS
- 56 SIDEWALKS
- 5 SPECIAL PROJECTS
- 14 WIDENINGS
- DIRT ROAD PROGRAM (\$45M)
- RESURFACING PROGRAM (\$40M)

2017 COMPLETED PROJECTS

| PROJECT | COST |
|--------------------------------------|--------|
| Clemson/Rhame/N Springs Intersection | \$3.2M |
| Bluff Road Widening Phase 1 | \$9.1M |
| Sidewalk Package S3 | \$307K |
| Sidewalk Package S5 | \$125K |
| Resurfacing Package H | \$5.3M |
| Resurfacing Package I | \$897K |
| Resurfacing Package J | \$482K |
| Resurfacing Package K | \$503K |

ACCOMPLISHMENTS

| | 2017 | TO DATE |
|---------------------------------|---------|----------|
| Projects Completed | 146 | 269 |
| Outside Funding Committed | \$4.1M | \$35.4M |
| Design Contracts | \$4.4M | \$21M |
| Construction Contracts | \$16.5M | \$152.7M |
| Project Public Meetings | 6 | 28 |
| Speakers Bureau's Presentations | 33 | 88 |
| Internship Positions | 20 | 49 |

ACTIVE PROJECTS

- PROJECTS CURRENTLY IN CONSTRUCTION
- Three Rivers Greenway Extension Phase 1
- Hard Scrabble Road Widening
- North Main Street Widening
- Shop Road Extension Phase 1
- Resurfacing Package M
- Bikeways
- Sidewalks
- Transportation Improvement Contract 1

PROCUREMENT

- Sidewalk Package S6
- Sidewalk Package S7
- Broad River Neighborhood Pedestrian Improvements
- Candlewood Neighborhood Improvement Project Phase 1
- County Dirt Roads
- County Resurfacing Roads

PROJECTS IN DESIGN

| Project | % Complete |
|---|------------|
| Gills Creek Greenway | 30% |
| Alpine Road Sidewalk | 65% |
| Percival Road Sidewalk | 70% |
| Sunset Drive Sidewalk | 65% |
| Harrison Road Sidewalk | 95% |
| Polo Road Sidewalk | 95% |
| Bluff Road Widening Phase 2 | 70% |
| Blythewood Road Widening | 65% |
| Pineview Road Widening | 70% |
| Broad River Road Widening | 30% |
| Atlas Road Widening | 95% |
| Clemson Road Widening | 100% |
| Bull Street and Elmwood Avenue Intersection | 30% |
| North Springs Road/Harrington Road Intersection | 70% |
| Clemson Road and Sparkleberry Lane Intersection | 65% |
| Garners Ferry Road and Harmon Road Intersection | 70% |
| Screaming Eagle Road and Percival Road Intersection | 70% |
| Farrow Road/Pisgah Church Intersection | 95% |
| Greene Street Phase 2 | 95% |
| Decker Boulevard/Woodfield Park Neighborhood Improvements | 30% |
| Candlewood Neighborhood Improvements | 95% |
| Southeast Richland Neighborhood Improvements | 95% |
| Dirt Road Paving Program | 10% |

DIRT ROADS

The Dirt Roads Program was established under the transportation sales tax program to commit \$45 million to paving dirt roads. So far, the program has paved 38 dirt roads.



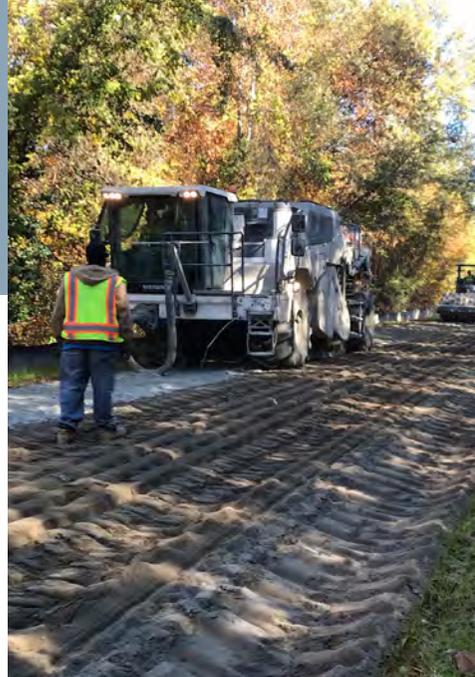
Jouster Street



Jouster Street



Normandy Road



Deloach Drive



Tucker Town Court

RESURFACING ROADS

Richland County is comprised of approximately 555 paved road miles. Under the resurfacing program, a total of \$40 million will be spent to resurface and maintain County roads. The County has resurfaced more than 200 roads as part of the Transportation Penny Program.



Resurfacing Cove View Drive



Cove View Drive Resurfacing Project



Repaving Chanwood Drive



Richland County Road Resurfacing Program



Repaving Finley Road



Repaving Finley Road



Repaving Sweet Thorne Circle

ON THE WEB



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The SC Gamecock Express

Gamecock fans can take The COMET's Gamecock Express at the university lots at Lincoln and Blossom streets. Not only does The COMET drop them off right at the S. C. State Fairgrounds, but it picks them up after the game, too. The \$3.00 All-day passes are available at the Gamecock Express dedicated stops or at any of The COMET's pass outlets. All of The COMET's regular fares are honored on the Gamecock Express. Service begins three hours before Kick-off and stops two hours following the end of the game.

The Soda Cap Connector

The Soda Cap will get you to Five Points, the Vista, Main Street District and Taylor/Harden to eat and connect at some of your favorite spots downtown!

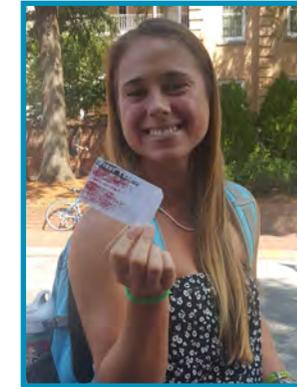
The COMET Soda Cap Connector is a simple system of dedicated routes that connect you to major Columbia destinations, including The SC State Museum, the Vista, Main Street District, the State House, Five Points and HBCUs.

The bus stop signs are shaped like a soda cap and match the buses so getting on the bus is easy for free travel between destinations. The route names appear on bus LED display above the driver, and on the sides of vehicles.



Richland School District Two Pass Program

The COMET's Pass Program with Richland School District Two allows students, faculty, and staff to ride The COMET for free. This provides them with unlimited access to every route in The COMET service area. Students who do not have their own transportation are able to catch The COMET to the Richland Two Institute of Innovation (R2i2) in order to attend the courses offered there. This partnership also allows them to be mobile outside the school environment as some students have after school activities and jobs. Providing staff and faculty with free passes also encourages them to catch The COMET on the way to work.



First Year Freedom Passes

First Year Freedom Passes makes it easy for college freshmen or transfer students to get around outside of their campuses. Whether they need to get to an internship, the grocery store, or a night out with friends, they will be connected to their school as well as their community. Participating schools are the University of South Carolina, Columbia College, Allen University, and Benedict College.

Blythewood Express

The Blythewood Express is an express service that provides a park-and-ride option for the Town of Blythewood to connect residents to the downtown Columbia corridor. There are two morning trips from Blythewood and three evening trips to Blythewood. This service runs Monday - Friday.



Ribbon Cutting of the New Buses

The COMET updated nearly its entire fleet with the purchase of new diesel and propane buses that use cleaner fuel and are quieter than the previous Blue Bird buses. The heavy duty diesel buses are expected to last 15 years and also come equipped with new technology such as Wi-Fi, cellphone outlets, and cameras. With these new amenities, catching The COMET has become even more convenient, comfortable, and clean!

Public Hearings

The COMET receives input from the community before major changes are made to any route. The public involvement process allows stakeholders, riders, and community leaders to comment on any proposed plans. The public plays a major role in decisions that are made involving route changes, the installment of bus stops, benches, and shelters and many other factors that affect the rider experience and quality of life.



The Transit Academy

Community leaders, elected officials, riders and others have all graduated from The COMET Transit Academy. Transit cadets are trained on how to ride the bus, how The COMET's funding works, how to plan their trip, and how to be informative ambassadors to the community for transit. They are an extension of The COMET. They work externally to connect the people they work with and serve to resources in the community without moving their car or using it at all. Two classes graduated in 2017.





Since November 2012, with new funds, Richland County and The City of Columbia are continuing to provide to their citizens modern and cost-efficient transportation needs. In 2017, we added updated fuel-efficient buses to our fleet, increased service and expanded route areas, among other things.

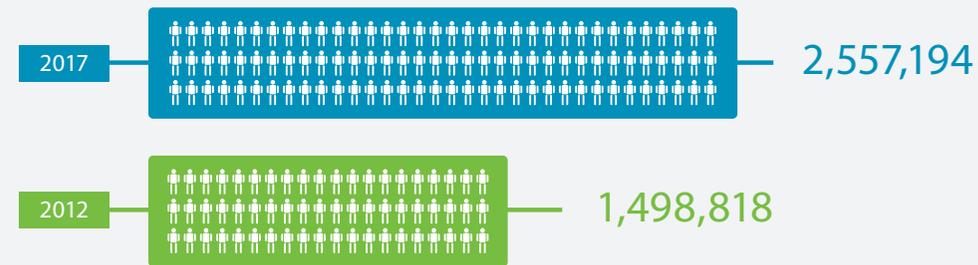
The COMET has been in existence in one way or another since the first streetcars rolled in 1892 — 125 years.

\$11,024,199

FUNDS OBTAINED THROUGH FEDERAL MATCH SINCE 2012
CATCHTHECOMET.ORG

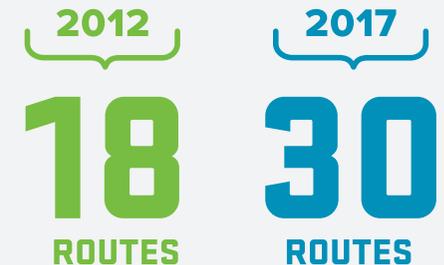
MORE PEOPLE ON BOARD

FROM 2012 THROUGH 2017, THE NUMBER OF BOARDINGS HAS INCREASED BY **71%**



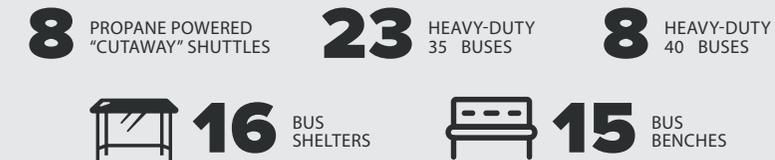
MORE ROUTES

SINCE 2012, WE ADDED **12 ROUTES**



MORE FROM 2017

NEW BUSES + MORE



NEW TECHNOLOGIES



NEW SERVICES



MORE HOURS ON THE ROAD

IN 2012, **61,557** SERVICE HOURS



IN 2017, **+200,000** SERVICE HOURS



PROJECT SPOTLIGHTS

Shop Road Extension Phase 1

Extending Shop Road is one of the Penny Program's most prized projects due to the huge economic impact it will have on Richland County. China Jushi, a leading producer of fiberglass reinforcements and fabrics, has decided to build a production facility in the Pineview Industrial Park, located off the Shop Road Extension.

The 900-acre site on Shop Road will be China Jushi's first U.S. operation. The new production line is designed to supplement the growing composite

material industry in the United States.

The global company will invest an initial \$300 million into the local economy and create 400 new jobs. Future employees at the production facility will get to work by traveling along the Shop Road Extension.

While China Jushi, which is headquartered in Zhejiang, China, is the first tenant for the Pineview Industrial Park, the County is confident more industries will follow.



PROJECT COST BREAKDOWN

| | |
|----------------------------|------------------------|
| Richland Penny | \$29,139,510.83 |
| City of Columbia | \$281,890.00 |
| Economic Development | \$3,476,675.25 |
| Total Project Costs | \$32,898,076.08 |



Bluff Road Phase 1

Bluff Road, between Rosewood Drive and George Rogers Boulevard, was widened to five lanes with bicycle and pedestrian accommodations. The Richland County Transportation Program, SCDOT and the Richland County Transportation Committee funded the \$9 million project.

The State Fair donated roughly 8 feet of property along Rosewood Drive and Bluff Road for the walkway and USC coordinated crosswalk locations with the County to ensure pedestrians can cross the roads safely.

"This is an example of so many different things," Richland County Councilman Jim Manning said. "We



have the wide sidewalks that are separated from the road, the road improvements, the intersection improvements...it's just a model project."

Richland County Councilwoman Dalhi Myers said the Bluff Road widening is one of the biggest Penny Program projects to date.

"We're pretty excited to be moving forward with this project," she said. "We look forward to the rest of the project."



PROJECT COST BREAKDOWN

| | |
|----------------------------|-----------------------|
| Richland Penny | \$7,487,082.78 |
| SCDOT / COATS | \$1,000,000.00 |
| SCDOT CTC | \$800,000.00 |
| Total Project Costs | \$9,287,082.78 |

PROJECT SPOTLIGHTS



Terrell Foster

RICHLAND PENNY INTERNSHIPS

Seven other interns and I spent nine weeks with the Richland County Transportation Penny Program. The experience changed my life — literally. It had such an impact on me that I'm changing my major from business administration to finance and communications.

We were regularly matched up with mentors. I met many influential and successful people and their achievements, knowledge and guidance had a positive influence on me. We were even assigned a real-life project to design from start to finish. We designed a \$6.7 million greenway that will improve the quality of life in Southeast Richland; we sought to reduce traffic in the area by including a component that promotes walking.

I also learned about the history of the program, which helped me understand its importance to Richland County. As I came to understand the many transportation needs, as well as state and federal leaders' failure to provide help, I developed a deep admiration for County voters' decision to increase the sales tax to solve transportation problems in their communities.

I also learned how important public transportation is. When I rode The COMET and saw people board the bus in work uniforms, it dawned on me that employers depend on the bus system to deliver workers on time and that those workers need transportation for work and for the other trips that car owners take for granted.

There's far more to this program than meets the eye.

Terrell Foster
Blythewood
College of Charleston

PROJECT SPOTLIGHTS

Hard Scrabble Road Widening



The South Carolina Department of Transportation is partnering with the Richland County Transportation Program to widen and improve Hard Scrabble Road between Farrow and Kelly Mill roads.

The \$85 million project includes widening Hard Scrabble Road to five lanes (including a center turn lane), curbs, sidewalks, bicycle lanes and intersection improvements. It also includes widening one bridge and building another.

"There will be obvious positive impacts," said Jim Manning,

Richland County Council member and chairman of the transportation ad hoc committee. "It will lessen congestion, improve safety for pedestrians and bicycles. It will improve the quality of life for the citizens who live, work, visit and shop in this area."

The Hard Scrabble Road widening is expected to be complete in 2020.

PROJECT COST BREAKDOWN

| | |
|------------------------------|---------------------|
| Design | \$4,000,000 |
| Right of Way | \$16,125,500 |
| Utilities | \$3,450,000 |
| Construction (including CEI) | \$64,405,000 |
| Total Project Costs | \$87,980,500 |

Richland County Transportation Program Contribution \$29,860,000

PROJECT SPOTLIGHTS

North Main Street Widening

In this North Main Street project, the roadway from Anthony to Fuller avenues will be repaved, and other improvements along the stretch will spruce up the road and make it safer and more accessible for pedestrians. Those improvements include imprinted and textured pavement stamping for designated crosswalks, enhanced landscaping, decorative



traffic signals, street lighting, improved pedestrian routes and crosswalks. Overhead utilities will be relocated underground.

"This is doing exactly what the intent of the penny was supposed to do," said Paul Livingston, Richland County councilman. "We're improving the infrastructure of Richland County and creating opportunities for businesses in our communities."

Richland County Council Chairwoman Joyce Dickerson said what will now be a pleasing corridor is "a gateway to the City of Columbia and the center of this city."

"It will also help improve the quality of life for all of us," she added. "As you see, the Penny (Tax Program) working through this county, it's going to help all of us."

The North Main Street widening project is expected to be complete in 2020.

PROJECT COST BREAKDOWN

| | |
|----------------------------|------------------------|
| Richland Penny | \$35,400,000.00 |
| Tiger Grant | \$16,656,967.00 |
| Federal Earmark | \$1,310,000.00 |
| City of Columbia | \$5,784,706.45 |
| Total Project Costs | \$59,151,673.45 |



PROJECT SPOTLIGHTS

Three Rivers Greenway

A 3-mile path with an 8-foot-wide concrete walking and bicycle trail and boardwalks along the Saluda River will be available to residents and visitors in about a year following completion of Phase 1 of the Three Rivers Greenway Extension.

The walkway – made possible through the Richland County Transportation Program – will go around the rapids and continue past Riverbanks Zoo to the confluence of the Saluda and Broad rivers.

Future phases will result in connecting walkways along the river from the Lexington Medical Center area to Gervais Street.

“This is wonderful for our community,” said County Councilman Paul Livingston. “This will be amazing, not just for economic development but for quality of life, for leisure. It’s absolutely wonderful.”

The Three Rivers Greenway is expected to be completed in 2018.



GOING TO DESIGN IN 2018

- CRANE CREEK NEIGHBORHOOD IMPROVEMENT
- BULL STREET AND ELMWOOD AVENUE INTERSECTION
- COUNTY ROAD RESURFACING
- COUNTY DIRT ROADS PAVING PROGRAM
- SPEARS CREEK CHURCH ROAD WIDENING
- LOWER RICHLAND BOULEVARD WIDENING
- SHOP ROAD EXTENSION PHASE 2
- SMITH/ROCKY BRANCH GREENWAY
- VARIOUS SIDEWALKS
- VARIOUS BIKEWAYS

GOING TO CONSTRUCTION IN 2018

- CLEMSON ROAD WIDENING
- FARROW ROAD/PISGAH CHURCH ROAD INTERSECTION
- SOUTHEAST RICHLAND NEIGHBORHOOD IMPROVEMENTS (SERV)
- BROAD RIVER NEIGHBORHOOD IMPROVEMENT
- CANDLEWOOD NEIGHBORHOOD IMPROVEMENT
- COUNTY DIRT ROADS PAVING PROJECTS
- ALPINE RESURFACING
- COUNTY ROADS RESURFACING
- PERCIVAL ROAD SIDEWALK
- HARRISON/MAGNOLIA/SCHOOL HOUSE SIDEWALKS
- VARIOUS SIDEWALKS
- PEDESTRIAN INTERSECTIONS



REQUEST OF ACTION

Subject: FY18 - District 3 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$62,000** for District 3.

B. Background / Discussion

For the current Fiscal Year (2018-2019), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as list below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 3 H-Tax discretionary account breakdown and its potential impact is listed below:

| | |
|--|------------------|
| <u>Initial Discretionary Account Funding</u> | <u>\$164,850</u> |
| Amount Previously Allocated | \$ 45,000 |
| <u>Remaining Balance</u> | <u>\$119,850</u> |
| | |
| Township Auditorium | \$ 10,000 |
| Columbia Museum of Art | \$ 20,000 |
| Edgewood Foundation | \$ 12,000 |
| | |
| <u>Total</u> | <u>\$ 62,000</u> |
| <u>Remaining Balance</u> | <u>\$ 57,850</u> |

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.