



Richland County Council

SPECIAL CALLED MEETING
July 28, 2020
Immediately Following Zoning Public Hearing
Zoom Meeting

1. **CALL TO ORDER** The Honorable Paul Livingston, Chair
Richland County Council

2. **ADOPTION OF AGENDA** The Honorable Paul Livingston

3. **DEVELOPMENT AND SERVICES COMMITTEE** The Honorable Paul Livingston
 - a. **CDBG-DR Rehabilitation Project Change Order [PAGES 2-62]**

4. **ADMINISTRATION AND FINANCE COMMITTEE**
 - a. **Historic Property Designation at 1215 Shop Road [PAGES 63-79]**

5. **TRANSPORTATION AD HOC COMMITTEE**
 - a. **Clemson Rd. Widening Project – Waterline Deeds [PAGES 80-89]**

6. **Coronavirus Ad Hoc Committee**
 - a. **Coronavirus Relief Fund Requirements [PAGES 90-103]**
 - b. **Subrecipient Agreement for Coronavirus Relief Funds [PAGES 104-122]**
 - c. **Relief Grant Program**

7. **ADJOURNMENT**

Discussion:

All change orders **greater than 25% of the original contract amount** must be reviewed and approved by Council for CDBG-DR funds.

- Contractor: Prominent Homes
- Property Address: 216 Raintree Drive, Irmo, SC 29063
- Original Contract Amount Awarded: \$21,511.81
- Change Order #2 Amount Requested: \$ \$11,079.86
- Percent of Change Order #2 Amount Requested: 51%
- Change Order History: Change Order #1 for \$39,446.12 (183%) was approved by Council at its regular meeting on April 7, 2020. The change order was to replace wooden joints and seals under the house that are completely rotted out due to a leaking pipe in the wall, remodel the kitchen remodel to replace rot and water damage, and provide additional stabilization to existing floors in the kitchen.
- Purpose of Change Order #2: This change order addresses a structural issue that could not be identified until work started on the previous change order. Due to the structural nature of the work, failing to complete the work could result in a safety issue in the future causing the structure to fail with further damage to the property and possibly the homeowner. The crawl space between the den and the kitchen is separated by duct work, and the access to the crawl space is on the kitchen side of the house, not the den side of the house. Due to this separation, the crawl space under the den side of the house was not visible to the contractor until the floor joists were removed from the kitchen. Upon removing the floor joists in the kitchen, the sagging sister floor joists in the den were observed while looking under the wall that separates the den from the kitchen. This issue was not able to be pre-identified as part of Change Order #1. There will be no further joist issues on the home as the den and kitchen lie end-to-end on the home.

Picture 1: Shows the joist issues identified for Change Order #1.



Picture 2: Shows the maximum limit of advance due to the duct system.



Picture 3: Shows the contractor able to observe past the duct work into the den upon removal of the floor joists in the kitchen and identify the issue with the floor joists in the den.



Picture 4: Shows the sister joints causing the sagging in the home



Funding Source: CDBG DR Housing Revitalization

Attachments:

1. Change Order #1 and Supporting Documentation for 216 Raintree Dr.
2. Change Order #2 and Supporting Documentation for 216 Raintree Dr.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning and Development
Date Prepared: March 25, 2020 **Meeting Date:** April 07, 2020

Budget Review	James Hayes via email	Date:	April 03, 2020
Approved for Consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Subject:	Change Orders for CDBG-DR Rehabilitation Projects		

Recommended Action:

Staff recommends approval of additional funds for change orders totaling \$48,137.74 for the completion of two (2) rehabilitation projects.

Motion Requested:

I move to approve the award of additional funds for change orders totaling \$48,137.74 for completion of two (2) rehabilitation projects.

Request for Council Reconsideration: Yes

Fiscal Impact:

Funds are available in CDBG DR Housing Revitalization (526705).

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

All change orders greater than 25% must be reviewed and approved by Council for CDBG-DR funds.

Change Order #1

- Contractor: SBP
- Property Address: 237 Chartwell Rd. Columbia, SC 29229
- Original Contract Amount Awarded: \$4,915.25
- Change Order Amount Requested: \$8,691.62
- Percent of Change Order Amount Requested: 177%
- Purpose of Change Order: Replace duct work due to water damage caused by water runoff from the back yard. Correction will require digging a trench in the crawl space, lifting the duct work off of the ground and adding brick work around vents.

Change Order #2

- Contractor: Prominent Homes
- Property Address: 216 Raintree Dr. Irmo, SC 29063
- Original Contract Amount Awarded: \$21,551.81
- Change Order Amount Requested: \$39,446.12
- Percent of Change Order Amount Requested: 183%
- Purpose of Change Order: Replace wooden joints and seals under the house that are rotted out due to a leaking pipe in the wall. Kitchen remodel is required to replace rot and water damage. Additional stabilization to existing floors is also required.

Attachments:

1. Change Order and Supporting Documentation for 237 Chartwell Rd.
2. Change Order and Supporting Documentation for 216 Raintree Dr.

REQUEST FOR CHANGE ORDER FORM - CHANGE ORDER # 01

Property # SFR0042 Property Owner Nicola Felder

Property Address 237 Chartwell Rd Columbia, SC 29229

GC SBP Inspector Charles Jordan

Date Initiated 01-16-2020 Current Project Completion Date ON HOLD

Initiator: GC Homeowner Inspector

Description of Change Order and Reason Why: _____ Original Cost of Project \$4,915.25

- *Replace duct work due to water damage. This duct work is not that old but the way the back yard is water runs into the crawlspace through the vents and access.
- * Dig a trench in crawlspace to get the duct work off the ground due to lack of space.
- * Add rows to the bricks work around the vents

Inspector/Cost Estimator's Evaluation _____ X Alvin Goodwin 1/23/2020
GC Sign Date

Meets HQS: Yes No _____ 01-22-2020
Inspector Sign Date

Homeowner(s) Consent to Change Order _____ X _____ 1-22-2020
Homeowner Sign Date

Scope of Work Attached Yes No

Cost of Change Order \$8,691.62 Additional Time for Change Order 10 Days

Special Case Panel's Decision

Approved Disapproved Date: 28 May 2020
Clayton D. Brown

Notes: 17a2

Total Cost of Project \$13,606.87 New Project Completion Date 24 days total

Over 25% Yes Submit directly to Council for approval per BRC decision of 11/5/18
No SCP May Approve



Richland County Flood Recovery Office

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2020 Hampton Street, Suite 1022, Columbia SC 29204

Insured: Nicola Felder
Property: 237 Chartwell Road
Columbia , SC 29229

Home: (803) 479-1962

Claim Rep.: Charles P Jordan III
Position: Program Inspector
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Estimator: Charles P Jordan III
Position: Program Inspector
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Claim Number: SFR0042 **Policy Number:** **Type of Loss:** Flood

Date Contacted: 3/15/2018 2:18 PM
Date of Loss: 10/1/2015 12:00 PM Date Received: 3/15/2018 2:18 PM
Date Inspected: 3/19/2018 12:00 PM Date Entered: 3/19/2018 2:13 PM

Price List: SCCO8X_OCT18
Restoration/Service/Remodel
Estimate: SFR0042_FELDER-1-1-1

***Where hazardous materials are present, abatement project design, removal, monitoring, clearance and disposal of asbestos, lead-based paints, and other hazardous materials need to follow State of South Carolina (SC DHEC) and U.S. Environmental Protection Agency (EPA) regulations and requirements. Please prepare bid accordingly. The contractor is responsible for pulling all proper permits and getting all inspections for work performed. This scope is an estimate of work to be performed. If there are any change orders based off items not seen or detected during the inspection or site walk those need to be submitted to Richland County CBDG-DR Program Manager for approval. Change orders for work not performed as well as added work must follow this process also. Richland County's change order process must be followed at all times. Prior to starting work the general contractor will be responsible for submitted a clear CL-100 letter. If determined the home has termites contractor must inform Richland County CBDG-DR Program Manager and request change order form before starting any work. The HUD Green Building Retrofit Checklist (GBR Checklist) is a Federal construction standard requiring that work performed when receiving Federal funds must meet certain energy efficiency and indoor air quality standards. The HUD Green Building Retrofit Checklist (GBR Checklist) must be followed in this program when performing work that meets this standard. The job site must be cleaned every day and all trash either hauled off or put in its proper place. Trash may not be left beside the road or in front yard or around house overnight. All hazards must be clearly marked with safety tape or cones. All OSHA safety regulation must be followed on the job site at all times. Per Richland County CBDG-DR office a lock box is required on all jobs to store the keys in. The combination must be turned over to Richland County CBDG-DR office / inspector. The house must be secured at the end of each day or when left with no workers on site. ***



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SFR0042_FELDER-1-1-1

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. MASONRY	1.00 EA @	325.00 =	325.00
Build up around the vents. There is 1 in particular on the side near the back corner that has no build-up around it at all and it is at ground level. The ones along the backside could use another layer or 2 of brick to beef them up a bit more.			

Crawlspace

Crawlspace1

Height: 3'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2. R&R Ductwork system - hot or cold air - 1600 to 2199 SF home	1.00 EA @	5,236.98 =	5,236.98
At the owner request SBP checked the duct work. The duct work is wet and will need to be replaced.			
3. LABOR ONLY	1.00 EA @	850.00 =	850.00
To dig out the main trunk line, raise it up with hangers.			

Grand Total Areas:

5,167.66 SF Walls	3,152.17 SF Ceiling	8,319.84 SF Walls and Ceiling
3,152.17 SF Floor	350.24 SY Flooring	747.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	774.00 LF Ceil. Perimeter
3,152.17 Floor Area	3,340.26 Total Area	5,167.66 Interior Wall Area
2,527.77 Exterior Wall Area	344.64 Exterior Perimeter of Walls	
2,413.55 Surface Area	24.14 Number of Squares	0.00 Total Perimeter Length
70.88 Total Ridge Length	0.00 Total Hip Length	



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Summary for Dwelling

Line Item Total	6,411.98
Material Sales Tax	160.13
Subtotal	6,572.11
Overhead	985.82
Profit	1,133.69
Replacement Cost Value	\$8,691.62
Net Claim	\$8,691.62

Charles P Jordan III
Program Inspector



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Recap of Taxes, Overhead and Profit

	Overhead (15%)	Profit (15%)	Material Sales Tax (8%)	Laundry & D/C Tax (8%)	Manuf. Home Tax (2%)	Storage Rental Tax (8%)	Local Food Tax (2%)
Line Items	985.82	1,133.69	160.13	0.00	0.00	0.00	0.00
Total	985.82	1,133.69	160.13	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: SFR0042_FELDER-1-1-1

Area: Main Level	325.00	5.07%
<hr/>		
Area Subtotal: Main Level	325.00	5.07%
Area: Crawlspace		
Crawlspace1	6,086.98	94.93%
<hr/>		
Area Subtotal: Crawlspace	6,086.98	94.93%
<hr/>		
Subtotal of Areas	6,411.98	100.00%
<hr/>		
Total	6,411.98	100.00%



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Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	351.40	4.04%
HEAT, VENT & AIR CONDITIONING	4,885.58	56.21%
LABOR ONLY	850.00	9.78%
MASONRY	325.00	3.74%
O&P Items Subtotal	6,411.98	73.77%
Material Sales Tax	160.13	1.84%
Overhead	985.82	11.34%
Profit	1,133.69	13.04%
Total	8,691.62	100.00%



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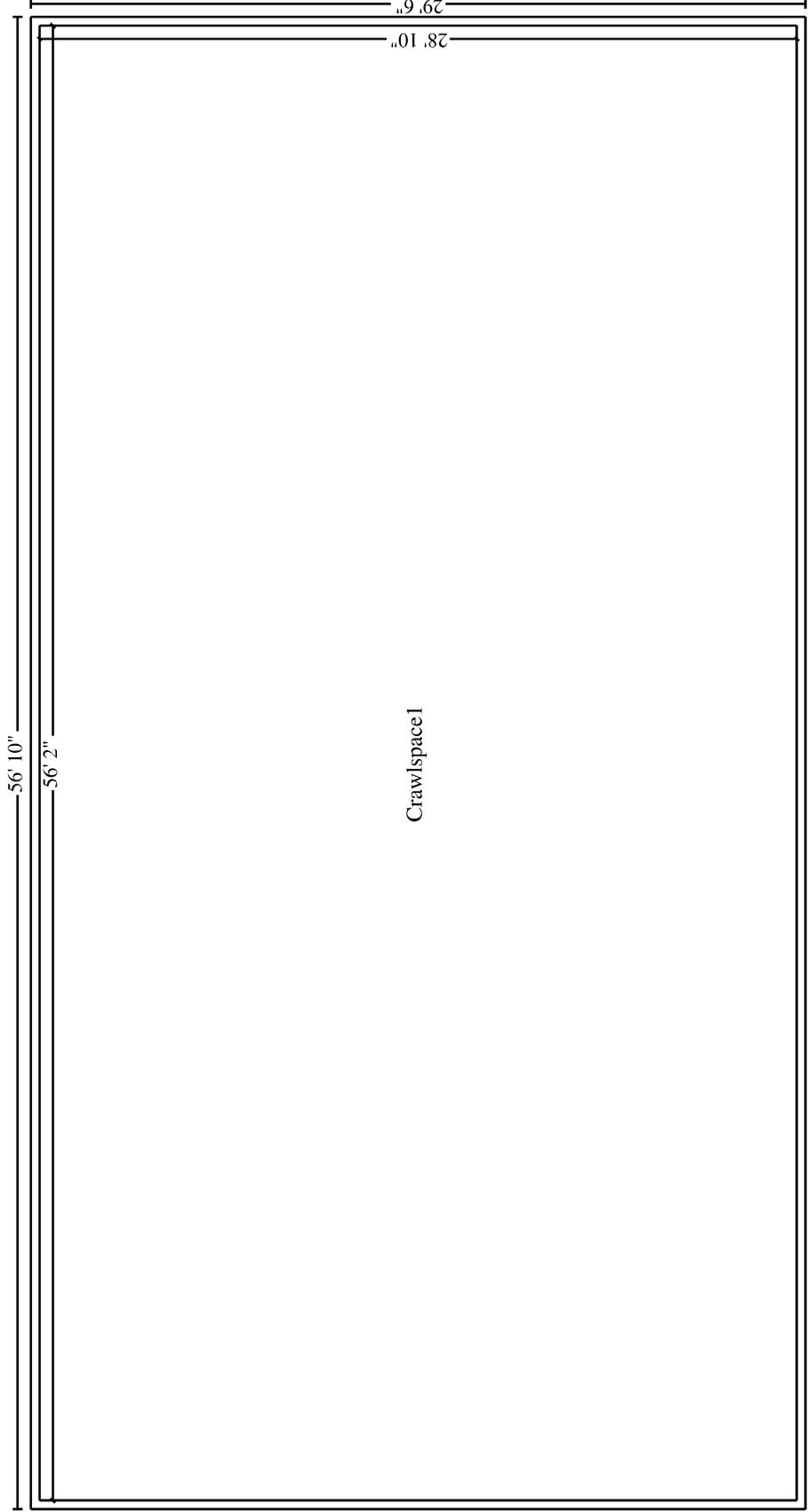


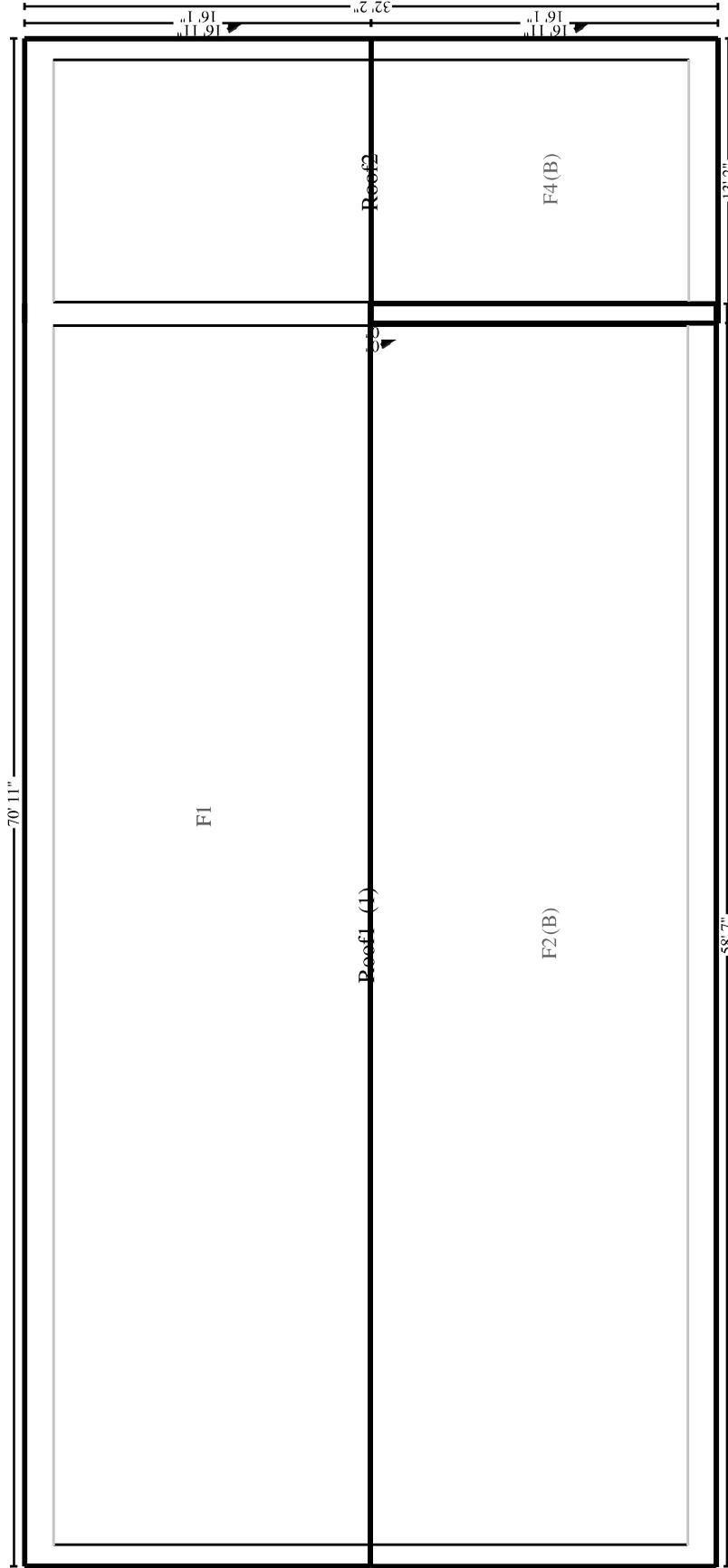


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Image Detail			
Image No.	Type	Date Taken	Taken By
1	15-20180319_113655	3/19/2018	
2	3-20180319_113436	3/19/2018	
3	4-20180319_113458	3/19/2018	
4	5-20180319_113500	3/19/2018	
5	6-20180319_113523	3/19/2018	
6	7-20180319_113526	3/19/2018	
7	8-20180319_113534	3/19/2018	
8	9-20180319_113536	3/19/2018	
9	10-20180319_113548	3/19/2018	





Property # SFR0464 Property Owner Solomon, Sandra

Property Address 216 Raintree Dr, Irmo, SC 29063

GC Prominent Homes Inspector Lee Harley

Date Initiated 3-3-2020 Current Project Completion Date 3-31-2020

Initiator: GC Homeowner Inspector

Description of Change Order and Reason Why: _____ Original Cost of Project \$21551.81

Upon the contractor removing the original floor in the kitchen to replace it they discovered the wooden joist and seals under the house was completely rotted out due to a leaking pipe in the wall. This is going to require the joist and seals to be replaced and the kitchen to be gutted from where the rot has moved into the walls. The cabinets are pulling away from the walls due to where the floor and wall settled from the rot and water damage. This has also caused the upstairs bathroom to settle and the walls and floor to crack. The repairs include stabilization of the down stairs floors which will stabilize the upstairs bathroom floor.

Inspector/Cost Estimator's Evaluation

Meets HQS: Yes No _____
 Inspector Sign [Signature] Date 3/4/2020

Homeowner(s) Consent to Change Order

Scope of Work Attached Yes No

Cost of Change Order \$39,446.12 Additional Time for Change Order 60 days from approval
 Days

Special Case Panel's Decision

Approved Disapproved Date: _____

Notes:

Total Cost of Project \$60997.93 New Project Completion Date 60 days from approval

Over 25% Yes Submit directly to Council for approval per BRC decision of 11/5/18
 No SCP May Approve 54% of Estimate



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

Insured: Soloman, Sandra
Property: 216 Raintree Dr.
Irmo, SC 29063

Claim Rep.: Lee Harley
Position: Cost Estimator
Company: Tetra Tech
Business: 2020 Hampton Street, Suite 1022, Columbia SC
29204
Columbia, SC 29204

Business: (803) 722-3514
E-mail: lee.harley@tetrattech.com

Estimator: None

Claim Number: SFR0464-CO-01

Policy Number: SFR0464-CO-01

Type of Loss: Flood

Date Contacted: 3/3/2020

Date of Loss: 10/1/2015 12:00 AM

Date Inspected: 3/3/2020

Date Received: 3/3/2020

Date Entered: 3/3/2020

Price List: SCCO8X_MAR20
Restoration/Service/Remodel

Estimate: SFR0464-CO-01

Inspection Report 3-3-2020, Change order CO-01. Upon the contractor removing the original floor in the kitchen to replace it they discovered the wooden joist and seals under the house was completely rotted out due to a leaking pipe in the wall. This is going to require the joist and seals to be replaced and the kitchen to be gutted from where the rot has moved into the walls. The cabinets are pulling away from the walls due to where the floor and wall settled from the rot and water damage. This has also cause the upstairs bathroom to settle and the walls and floor to crack. The repairs include stabilization of the down stares floors which will stabilize the upstairs bathroom floor.



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 2020 Hampton Street, Suite 1022, Columbia SC 29204

SFR0464-CO-01
Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Floor stabilization and pier set. To stabilize the kitchen floor, laundry room floor and bathroom floor from under the house and set piers as needed to include the seals. Includes labor materiel.	1.00 EA @	6,500.00 =	6,500.00

Kitchen

Height: 8'

Missing Wall - Goes to Floor 4' X 6' 8" Opens into LIVING_ROOM
 Missing Wall - Goes to Floor 4' 4" X 6' 8" Opens into DEN

DESCRIPTION	QTY	UNIT PRICE	TOTAL
2. R&R Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	166.75 SF @	7.60 =	1,267.30
3. Timber Framing - General Laborer - per hour	20.00 HR @	30.02 =	600.40
4. Underlayment - 1/2" BC plywood	166.75 SF @	1.77 =	295.15
5. R&R Sheathing - OSB - 5/8"	360.44 SF @	1.97 =	710.07
6. Underlayment - 1/4" 5 ply	166.75 SF @	1.92 =	320.16
7. R&R Batt insulation - 6" - R19 - paper / foil faced	166.75 SF @	1.09 =	181.76
8. R&R Baseboard - 3 1/4"	43.67 LF @	2.93 =	127.95
9. R&R Quarter round - 3/4"	43.67 LF @	1.48 =	64.63
10. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA @	366.80 =	366.80
11. Seal/prime then paint the walls and ceiling twice (3 coats)	527.19 SF @	1.00 =	527.19
12. Mask and prep for paint - plastic, paper, tape (per LF)	43.67 LF @	1.08 =	47.16
13. Floor protection - heavy paper and tape	166.75 SF @	0.41 =	68.37
14. Cooktop - Detach & reset	1.00 EA @	109.00 =	109.00
15. Dishwasher - Detach	1.00 EA @	48.55 =	48.55
16. Refrigerator - Remove & reset	1.00 EA @	29.63 =	29.63
17. R&R Cabinetry - upper (wall) units - Standard grade	12.00 LF @	102.33 =	1,227.96
18. R&R Cabinetry - lower (base) units - Standard grade	12.00 LF @	129.85 =	1,558.20
19. R&R Sink - double - Standard grade	1.00 EA @	294.90 =	294.90
20. R&R P-trap assembly - ABS (plastic)	1.00 EA @	60.25 =	60.25
21. Plumbing - Labor Minimum	1.00 EA @	275.01 =	275.01
22. R&R Cabinet knob or pull - Standard grade	20.00 EA @	6.45 =	129.00
23. R&R Countertop - flat laid plastic laminate - Standard grade	16.00 LF @	31.15 =	498.40
24. R&R 4" backsplash for flat laid countertop	16.00 LF @	7.95 =	127.20
25. Electrical - Labor Minimum	1.00 EA @	187.78 =	187.78
26. Remove Vinyl floor covering (sheet goods) - Standard grade	166.75 SF @	0.66 =	110.06
27. Vinyl floor covering (sheet goods) - Standard grade	192.58 SF @	2.16 =	415.97
28. Seal & paint trim - two coats	0.12 LF @	1.07 =	0.13

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3/3/2020

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Richland County Flood Recovery Office

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2020 Hampton Street, Suite 1022, Columbia SC 29204

CONTINUED - Kitchen

DESCRIPTION	QTY	UNIT PRICE	TOTAL
29. Paint baseboard - two coats	43.67 LF @	1.09 =	47.60

Bathroom

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. R&R Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	17.25 SF @	7.60 =	131.10
31. Timber Framing - General Laborer - per hour	20.00 HR @	30.02 =	600.40
32. Underlayment - 1/2" BC plywood	17.25 SF @	1.77 =	30.53
33. R&R Sheathing - OSB - 5/8"	140.00 SF @	1.97 =	275.80
34. Underlayment - 1/4" 5 ply	17.25 SF @	1.92 =	33.12
35. R&R Batt insulation - 6" - R19 - paper / foil faced	17.25 SF @	1.09 =	18.80
36. R&R Baseboard - 3 1/4"	17.50 LF @	2.93 =	51.28
37. R&R Quarter round - 3/4"	17.50 LF @	1.48 =	25.90
38. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA @	366.80 =	366.80
39. Seal/prime then paint the walls and ceiling twice (3 coats)	157.25 SF @	1.00 =	157.25
40. Mask and prep for paint - plastic, paper, tape (per LF)	17.50 LF @	1.08 =	18.90
41. Floor protection - heavy paper and tape	17.25 SF @	0.41 =	7.07
42. Plumbing - Labor Minimum	1.00 EA @	275.01 =	275.01
43. Electrical - Labor Minimum	1.00 EA @	187.78 =	187.78
44. Remove Vinyl floor covering (sheet goods) - Standard grade	17.25 SF @	0.66 =	11.39
45. Vinyl floor covering (sheet goods) - Standard grade	48.08 SF @	2.16 =	103.85
46. Seal & paint trim - two coats	17.50 LF @	1.07 =	18.73
47. Paint baseboard - two coats	17.50 LF @	1.09 =	19.08
48. R&R Toilet - Standard grade	1.00 EA @	388.76 =	388.76
49. R&R Sink - single - Standard grade	1.00 EA @	186.12 =	186.12
50. R&R Sink faucet - Bathroom - Standard grade	1.00 EA @	170.17 =	170.17
51. R&R P-trap assembly - ABS (plastic)	1.00 EA @	60.25 =	60.25
52. R&R Vanity - Standard grade	2.00 LF @	125.69 =	251.38
Replace with like vanity.			
53. R&R 4" backsplash for flat laid countertop	2.00 LF @	7.95 =	15.90
54. R&R Countertop - flat laid plastic laminate - Standard grade	2.00 LF @	31.15 =	62.30
55. R&R Medicine cabinet - Standard grade	1.00 EA @	114.14 =	114.14



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2020 Hampton Street, Suite 1022, Columbia SC 29204

Laundry Room

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
56. R&R Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	46.96 SF @	7.60 =	356.89
57. Timber Framing - General Laborer - per hour	20.00 HR @	30.02 =	600.40
58. Underlayment - 1/2" BC plywood	46.96 SF @	1.77 =	83.12
59. R&R Sheathing - OSB - 5/8"	222.67 SF @	1.97 =	438.66
60. Underlayment - 1/4" 5 ply	46.96 SF @	1.92 =	90.16
61. R&R Batt insulation - 6" - R19 - paper / foil faced	46.96 SF @	1.09 =	51.18
62. R&R Baseboard - 3 1/4"	27.83 LF @	2.93 =	81.54
63. R&R Quarter round - 3/4"	27.83 LF @	1.48 =	41.19
64. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA @	366.80 =	366.80
65. Seal/prime then paint the walls and ceiling twice (3 coats)	269.63 SF @	1.00 =	269.63
66. Mask and prep for paint - plastic, paper, tape (per LF)	27.83 LF @	1.08 =	30.06
67. Floor protection - heavy paper and tape	46.96 SF @	0.41 =	19.25
68. Plumbing - Labor Minimum	1.00 EA @	275.01 =	275.01
69. Electrical - Labor Minimum	1.00 EA @	187.78 =	187.78
70. Remove Vinyl floor covering (sheet goods) - Standard grade	46.96 SF @	0.66 =	30.99
71. Vinyl floor covering (sheet goods) - Standard grade	65.92 SF @	2.16 =	142.39
72. Seal & paint trim - two coats	27.83 LF @	1.07 =	29.78
73. Paint baseboard - two coats	27.83 LF @	1.09 =	30.33
74. Dryer - Remove & reset	1.00 EA @	22.23 =	22.23
75. Washing machine - Remove & reset	1.00 EA @	24.68 =	24.68

Level 2

Bathroom

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
76. R&R Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	50.82 SF @	7.60 =	386.23
77. Timber Framing - General Laborer - per hour	20.00 HR @	30.02 =	600.40
78. Underlayment - 1/2" BC plywood	50.82 SF @	1.77 =	89.95
79. R&R Sheathing - OSB - 5/8"	242.61 SF @	1.97 =	477.94
80. Underlayment - 1/4" 5 ply	50.82 SF @	1.92 =	97.57
81. R&R Baseboard - 3 1/4"	30.33 LF @	2.93 =	88.87
82. R&R Quarter round - 3/4"	30.33 LF @	1.48 =	44.89
83. Drywall Repair - Minimum Charge - Labor and Material	1.00 EA @	366.80 =	366.80
84. Seal/prime then paint the walls and ceiling twice (3 coats)	293.43 SF @	1.00 =	293.43
85. Mask and prep for paint - plastic, paper, tape (per LF)	30.33 LF @	1.08 =	32.76
86. Floor protection - heavy paper and tape	50.82 SF @	0.41 =	20.84
87. Plumbing - Labor Minimum	1.00 EA @	275.01 =	275.01
88. Electrical - Labor Minimum	1.00 EA @	187.78 =	187.78
89. Seal & paint trim - two coats	30.33 LF @	1.07 =	32.45

SFR0464-CO-01

3/3/2020

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Richland County Flood Recovery Office

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 2020 Hampton Street, Suite 1022, Columbia SC 29204

CONTINUED - Bathroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
90. Paint baseboard - two coats	30.33 LF @	1.09 =	33.06
91. R&R Toilet - Standard grade	1.00 EA @	388.76 =	388.76
92. R&R Sink - single - Standard grade	1.00 EA @	186.12 =	186.12
93. R&R Sink faucet - Bathroom - Standard grade	1.00 EA @	170.17 =	170.17
94. R&R P-trap assembly - ABS (plastic)	1.00 EA @	60.25 =	60.25
95. R&R Vanity - Standard grade	3.00 LF @	125.69 =	377.07
Replace with like vanity.			
96. R&R 4" backsplash for flat laid countertop	3.00 LF @	7.95 =	23.85
97. R&R Countertop - flat laid plastic laminate - Standard grade	3.00 LF @	31.15 =	93.45
98. R&R Medicine cabinet - Standard grade	1.00 EA @	114.14 =	114.14
99. Remove Slate tile - Standard grade	101.63 SF @	1.27 =	129.07
Remove two layers of tile and concrete base.			
100. R&R Fiberglass tub & shower combination - Standard grade	1.00 EA @	977.15 =	977.15
101. R&R Tub/shower faucet - Standard grade	1.00 EA @	260.94 =	260.94
102. R&R Light fixture - Standard grade	2.00 EA @	49.33 =	98.66
103. R&R Switch	2.00 EA @	15.01 =	30.02
104. R&R 1/2" water rock - hung, taped, floated, ready for paint	242.61 SF @	2.40 =	582.26
105. R&R Ground fault interrupter (GFI) outlet	2.00 EA @	29.41 =	58.82
106. R&R Exhaust fan - Standard grade	1.00 EA @	130.96 =	130.96

Labor Minimums Applied

DESCRIPTION	QTY	UNIT PRICE	TOTAL
107. Insulation labor minimum	1.00 EA @	12.97 =	12.97
108. Water extract/remediation labor minimum	1.00 EA @	64.26 =	64.26
109. Tile / marble labor minimum	1.00 EA @	97.81 =	97.81



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

Grand Total Areas:

4,023.84 SF Walls	1,485.54 SF Ceiling	5,509.38 SF Walls and Ceiling
1,485.54 SF Floor	165.06 SY Flooring	495.97 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	538.05 LF Ceil. Perimeter
1,485.54 Floor Area	1,614.87 Total Area	4,023.84 Interior Wall Area
2,234.99 Exterior Wall Area	230.57 Exterior Perimeter of Walls	
1,422.19 Surface Area	14.22 Number of Squares	0.00 Total Perimeter Length
29.18 Total Ridge Length	69.85 Total Hip Length	



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

Summary for Dwelling

Line Item Total	29,835.17
Material Sales Tax	507.91
Subtotal	30,343.08
Overhead	4,551.52
Profit	4,551.52
Replacement Cost Value	\$39,446.12
Net Claim	\$39,446.12

None



Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

- 1 1-DSC04716
Date Taken: 3/3/2020



- 2 2-DSC04717
Date Taken: 3/3/2020

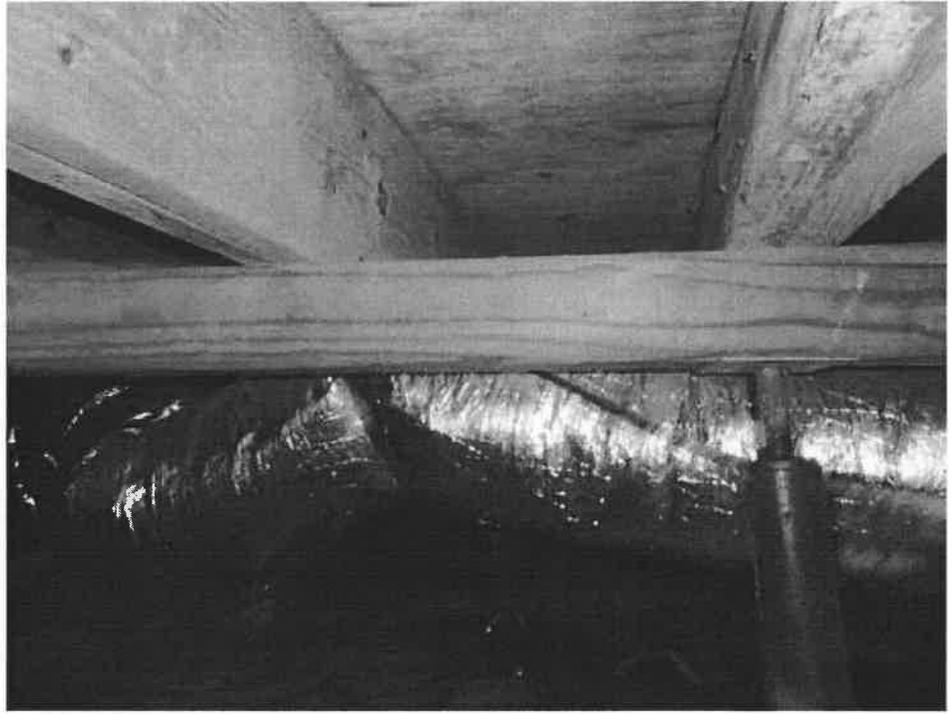




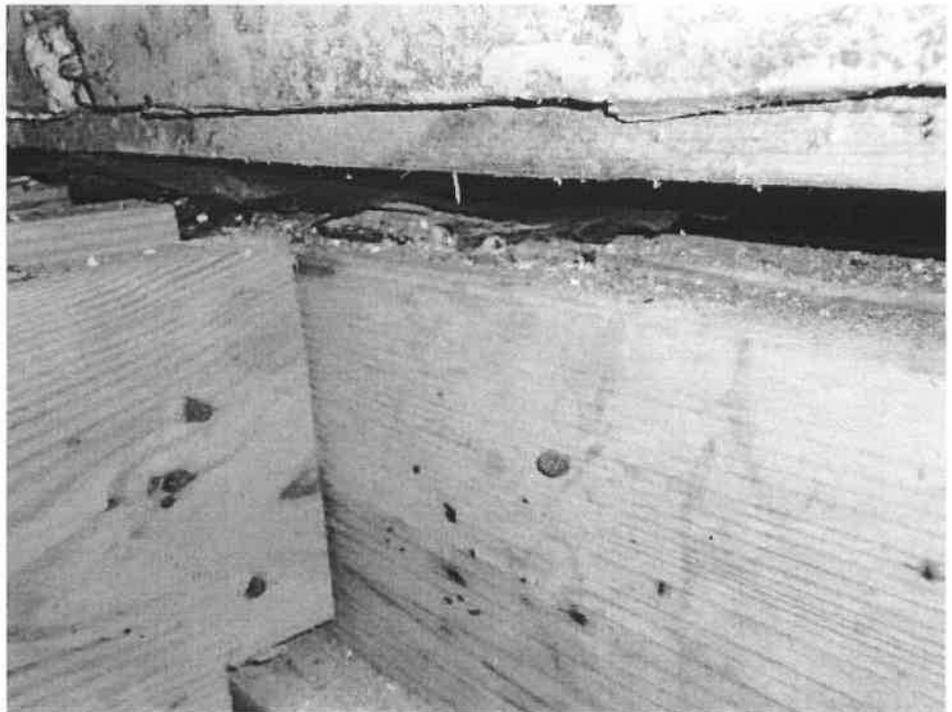
Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

- 3 3-DSC04718
Date Taken: 3/3/2020



- 4 4-DSC04719
Date Taken: 3/3/2020





Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

5 5-DSC04720

Date Taken: 3/3/2020



6 6-DSC04721

Date Taken: 3/3/2020





Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

7 7-DSC04722
Date Taken: 3/3/2020



8 8-DSC04723
Date Taken: 3/3/2020





Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

9 9-DSC04724
Date Taken: 3/3/2020



10 10-DSC04725
Date Taken: 3/3/2020





Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

11 11-DSC04726
Date Taken: 3/3/2020



12 12-DSC04727
Date Taken: 3/3/2020





Richland County Flood Recovery Office

Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

13 13-DSC04728
Date Taken: 3/3/2020



14 14-DSC04729
Date Taken: 3/3/2020





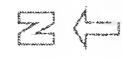
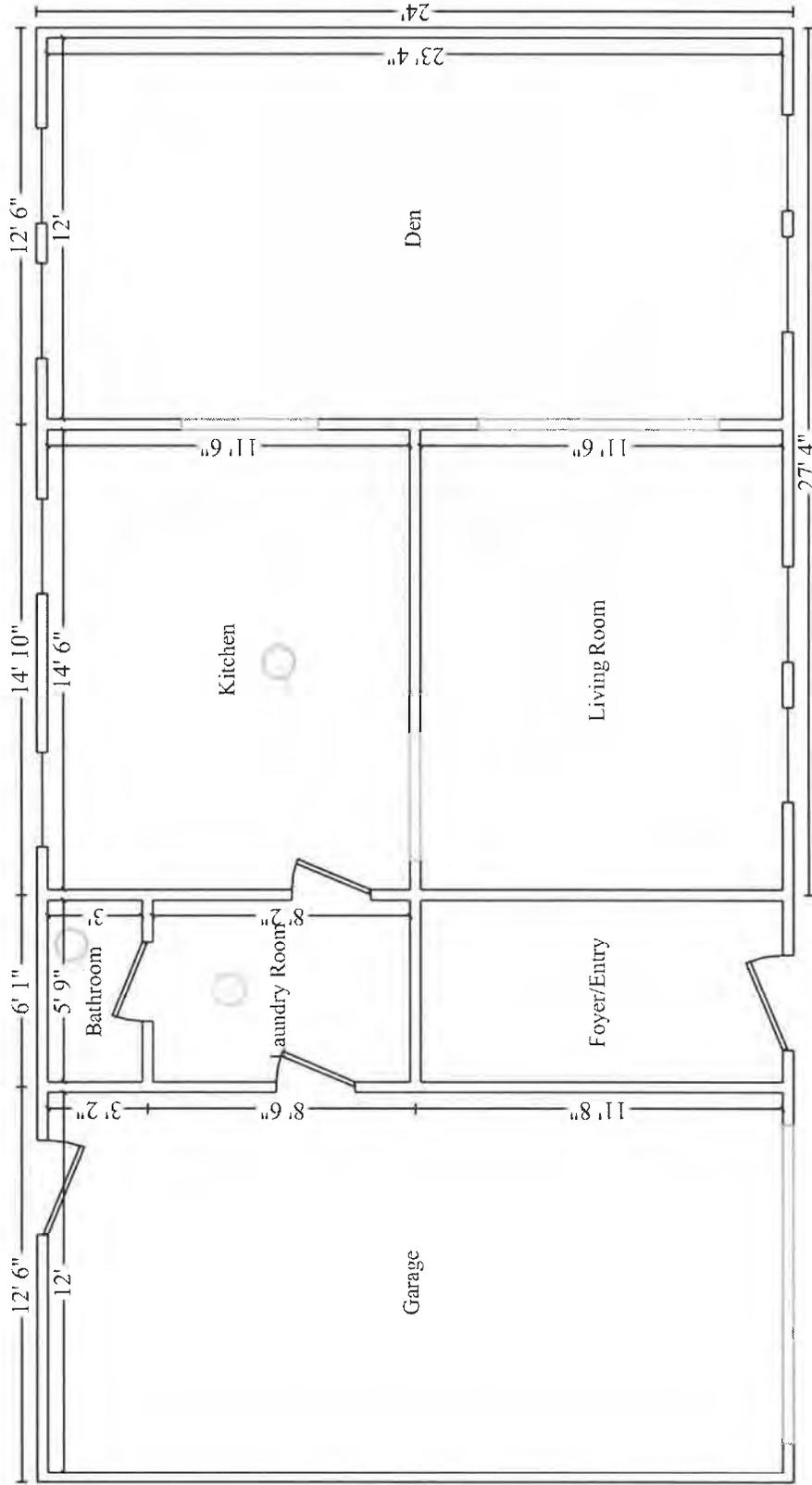
Richland County Flood Recovery Office

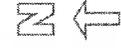
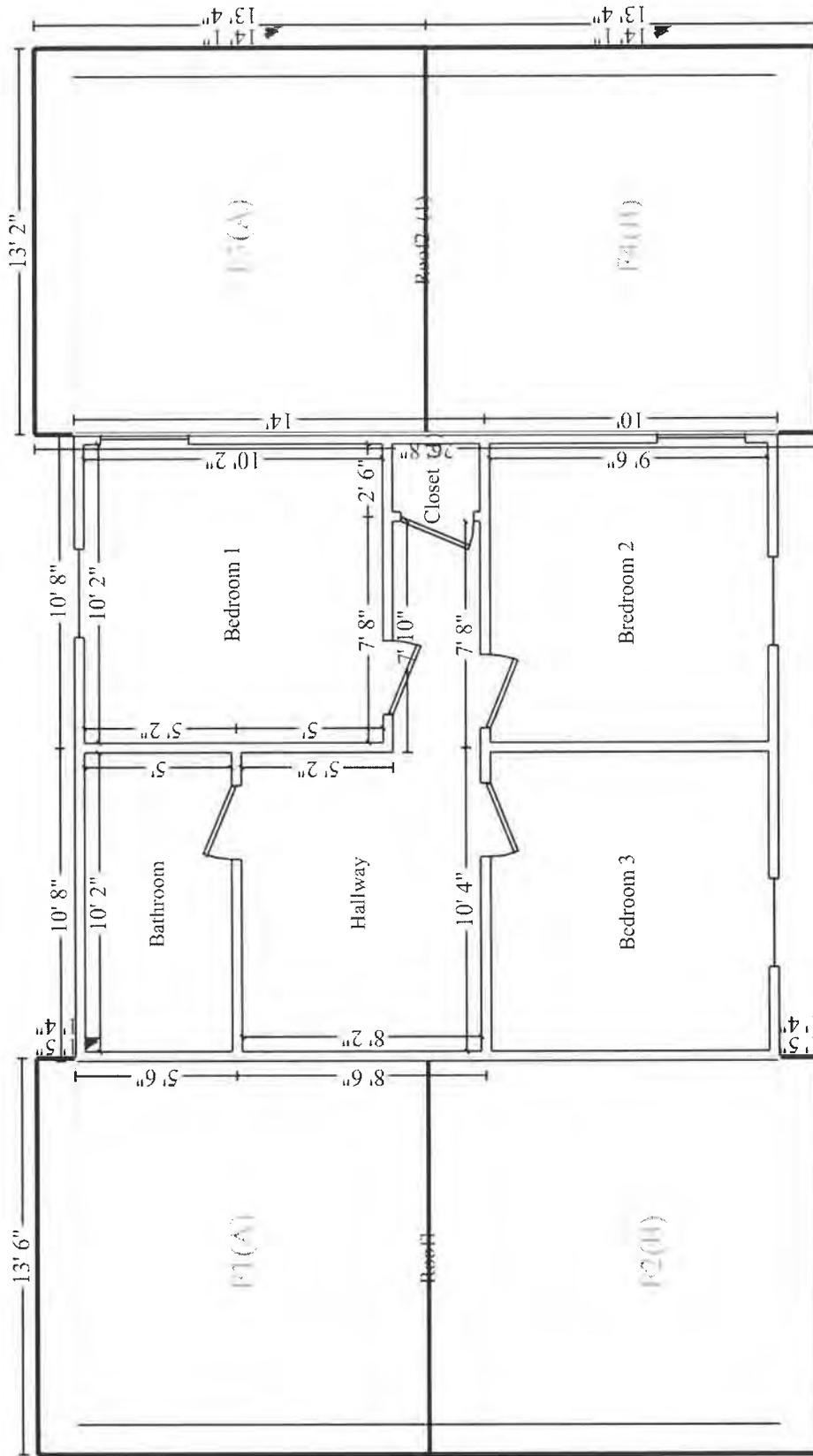
Richland County Flood Recovery Office
2020 Hampton Street, Suite 1022, Columbia SC 29204

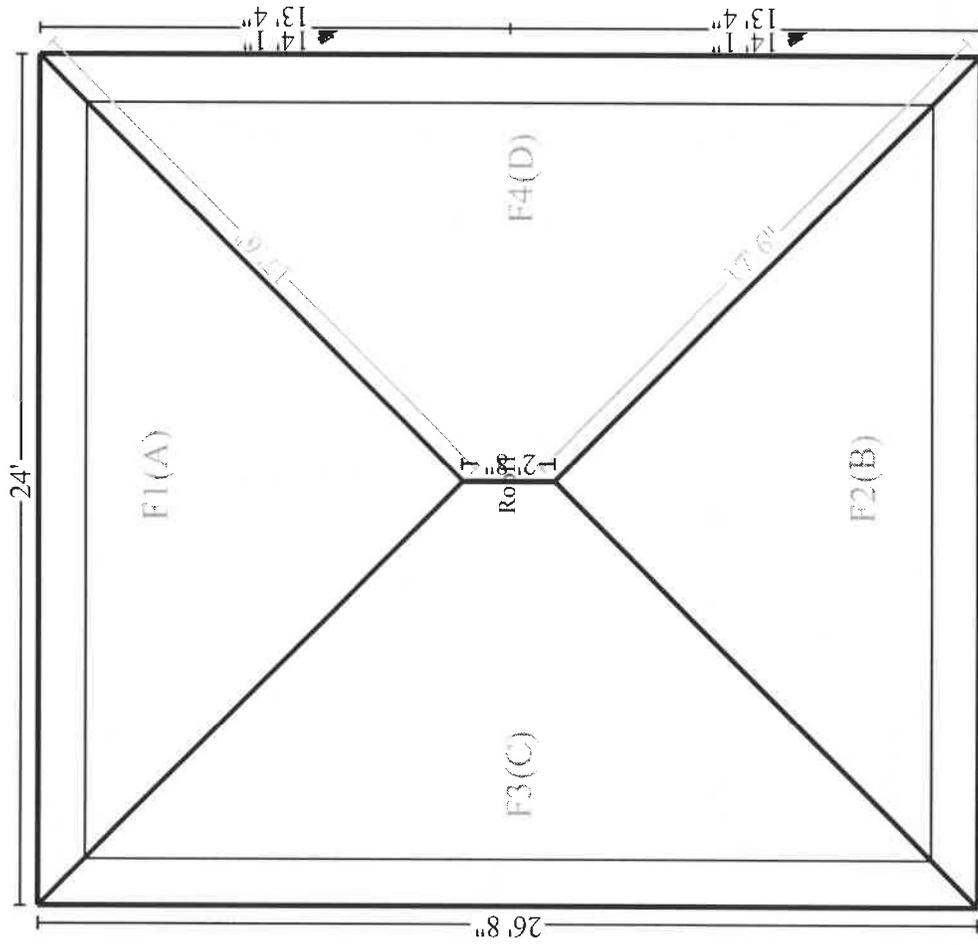
15 15-DSC04730

Date Taken: 3/3/2020









Roof

Property # SFR0464 Property Owner Sandra Soloman

Property Address 216 RAINTREE DR. IAMD, SC 29063

GC Prominent Homes Inspector Charles Jordan

Date Initiated 05-27-2020 Current Project Completion Date _____

Initiator: GC Homeowner Inspector

Description of Change Order and Reason Why:

- FLOOR JOIST ARE CUT BACK ABOUT THREE FEET. THE SEALS WERE REPLACED BUT WITH 2X8 INSTEAD OF 2X10. THEN ATTACHED WITH A CUT PIECE CAUSING THE SAG
- TO GET TO THE FLOOR JOIST WE WILL NEED TO TEAR OUT CARPET, PAD UNDERLAMENT (PARTIAL BOARD) & SUB FLOOR
- MOVE DUCT WORK OUT OFF THE WAY
- REPLACE JOIST IN THE DEN, REPLACE SEAL WITH CORRECT 2X10 SEAL.
- INSTALL NEW SUB FLOOR & UNDERLAMENT.
- INSTALL NEW TACK STRIPS
- INSTALL NEW PAD & CARPET.
- WILL OPEN UP LOWER PART OF WALL TO SECURE X TO SEAL, DRY WALL REPAIR & PAINT ROOM.

Original Cost of Project _____

Inspector/Cost Estimator's Evaluation GC Sign _____ Date _____

Meets HQS: Yes No Inspector Sign _____ Date 05-28-2020

Homeowner(s) Consent to Change Order X Sandra E. Soloman Homeowner Sign _____ Date 5/28/2020

Scope of Work Attached Yes No

Cost of Change Order \$11,079.86 Additional Time for Change Order 14 Days

Special Case Panel's Decision Approved Disapproved Date: _____

Notes:

Total Cost of Project \$73,716.84 New Project Completion Date _____

Over 25% Yes Submit directly to Council for approval per BRC decision of 11/5/18
No SCP May Approve



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC

Insured: Soloman, Sandra
Property: 216 Rain tree dr
Columbia, SC

Claim Rep.: Charles P Jordan III
Position: COST ESTIMATOR/INSPECTOR
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Estimator: Charles P Jordan III
Position: COST ESTIMATOR/INSPECTOR
Company: Tetra Tech | Complex World, Clear Solutions
Business: 2020 Hampton st suite 1022
columbia, SC

Business: (803) 576-2044
E-mail: charles.jordan@tetrattech.com

Claim Number: SFR0464

Policy Number: SFR0464

Type of Loss: Flood

Date of Loss: 10/1/2015 12:00 PM
Date Inspected:

Date Received:
Date Entered: 5/27/2020 10:40 AM

Price List: TXHO8X_JAN19
Restoration/Service/Remodel
Estimate: SFR0464



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
 2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC

SFR0464 Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. HEAT, VENT & AIR CONDITIONING detach and reset main trunk and flex lines as needed	1.00 EA @	1,000.00 =	1,000.00
2. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA @	539.76 =	539.76
3. Electrical - Labor Minimum several (live) wires were laying on the ground in crawlspace. will place them in boxes per code.	1.00 EA @	262.53 =	262.53
4. Plumbing - Labor Minimum disconnect a water filter system and repair the pipe that was damaged by improper connection of the system. Water line to refrigerator pinched off by pliers laying in the crawl space. It was leaking so will remove all together.	1.00 EA @	300.01 =	300.01

Den Height: 8'

Missing Wall - Goes to Floor 2' 9" X 6' 8" Opens into Exterior
 Missing Wall - Goes to Floor 5' X 6' 8" Opens into LIVING_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
5. Remove Carpet	281.00 SF @	0.27 =	75.87
6. Remove Carpet pad	281.00 SF @	0.12 =	33.72
7. Remove Tackless strip - per LF	63.08 LF @	0.48 =	30.28
8. Remove Underlayment - 5/8" particle board	281.00 SF @	0.63 =	177.03
9. Remove Sheathing - plywood - 1/2" CDX	281.00 SF @	0.54 =	151.74
10. Electrical - Labor Minimum move wires as needed	1.00 EA @	262.53 =	262.53
11. R&R Joist - floor or ceiling - 2x8 - w/blocking - 16" oc	281.00 SF @	3.28 =	921.68
12. R&R 2" x 10" lumber - wood polymer (1.67 BF per LF) seal on the exterior wall to the back yard	24.00 LF @	11.79 =	282.96
13. Sheathing - plywood - 1/2" CDX sub floor	281.00 SF @	1.53 =	429.93
14. Underlayment - 5/8" particle board	281.00 SF @	1.45 =	407.45
15. Tackless strip - per LF	63.08 LF @	0.55 =	34.69
16. Carpet pad	281.00 SF @	0.58 =	162.98
17. R&R Carpet	288.00 SF @	3.48 =	1,002.24
18. Final cleaning - construction - Residential	281.00 SF @	0.23 =	64.63
19. Drywall - Labor Minimum	1.00 EA @	450.95 =	450.95
20. Seal/prime then paint the walls and ceiling twice (3 coats)	796.00 SF @	1.10 =	875.60



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
 2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC

Living Room

Height: 8'

Missing Wall - Goes to Floor

5' X 6' 8"

Opens into DEN

Missing Wall - Goes to Floor

2' 8" X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	UNIT PRICE	TOTAL
21. R&R Carpet pad continuous from the other room with a large opening	169.05 SF @	0.70 =	118.34
22. R&R Carpet continuous from the other room with a large opening	180.00 SF @	3.48 =	626.40
23. R&R Carpet - metal transition strip	8.00 LF @	3.59 =	28.72
24. Final cleaning - construction - Residential	169.05 SF @	0.23 =	38.88

Grand Total Areas:

882.97 SF Walls	450.05 SF Ceiling	1,333.02 SF Walls and Ceiling
450.05 SF Floor	50.01 SY Flooring	107.80 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	123.22 LF Ceil. Perimeter
450.05 Floor Area	486.90 Total Area	882.97 Interior Wall Area
838.86 Exterior Wall Area	97.22 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC

Summary for Dwelling

Line Item Total	8,278.92
Material Sales Tax	235.56
Subtotal	8,514.48
Overhead	1,277.14
Profit	1,277.14
Cleaning Sales Tax	11.10
Replacement Cost Value	\$11,079.86
Net Claim	\$11,079.86

Charles P Jordan III
COST ESTIMATOR/INSPECTOR



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



1 1-IMG_3306
front of the residence

Date Taken: 5/27/2020



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



2 2-IMG_3307

Date Taken: 5/27/2020

kitchen area. where the main trunk is at that will need to be removed to repair the repair of the floor joist and seals.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



3 3-IMG_3308 Date Taken: 5/27/2020
old repair work were someone attempted to use floor jacks that just sunk into the ground.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



4 4-IMG_3309 Date Taken: 5/27/2020
one of the wires that were laying in the crawlspace . it did not even have wire nuts on it either.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



5 5-IMG_3310

Date Taken: 5/27/2020

this is where the water filter was jerry rigged into the waste line. it is leaking and causes a foul odor. disconnect and repair pipe ONLY.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



6 6-IMG_3311

Date Taken: 5/27/2020

water line to refrigerator that was laying in the crawl space. disconnect ONLY and remove old leaking line.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



7

7-IMG_3312

Date Taken: 5/27/2020

some of the repair work that was uncovered



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



8

8-IMG_3313

Date Taken: 5/27/2020



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



9

9-IMG_3314

Date Taken: 5/27/2020

filter system in a closet where the water heater is.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



10 10-IMG_3315
close up.

Date Taken: 5/27/2020



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



11 11-IMG_3316

Date Taken: 5/27/2020

this is just to the other side of the main trunk. Top right of the picture is the old floor joist that was cut off and when who ever tried to fix the seal. they used a 2X8 instead of a 2X10. Then they sister a 4 foot joist to the exiting one. This is one of the reasons for the sagging floors.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



12 12-IMG_3317 Date Taken: 5/27/2020
you can see another one just past as well.



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



13 14-IMG_3319

Date Taken: 5/27/2020



RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



14 15-IMG_3320

Date Taken: 5/27/2020

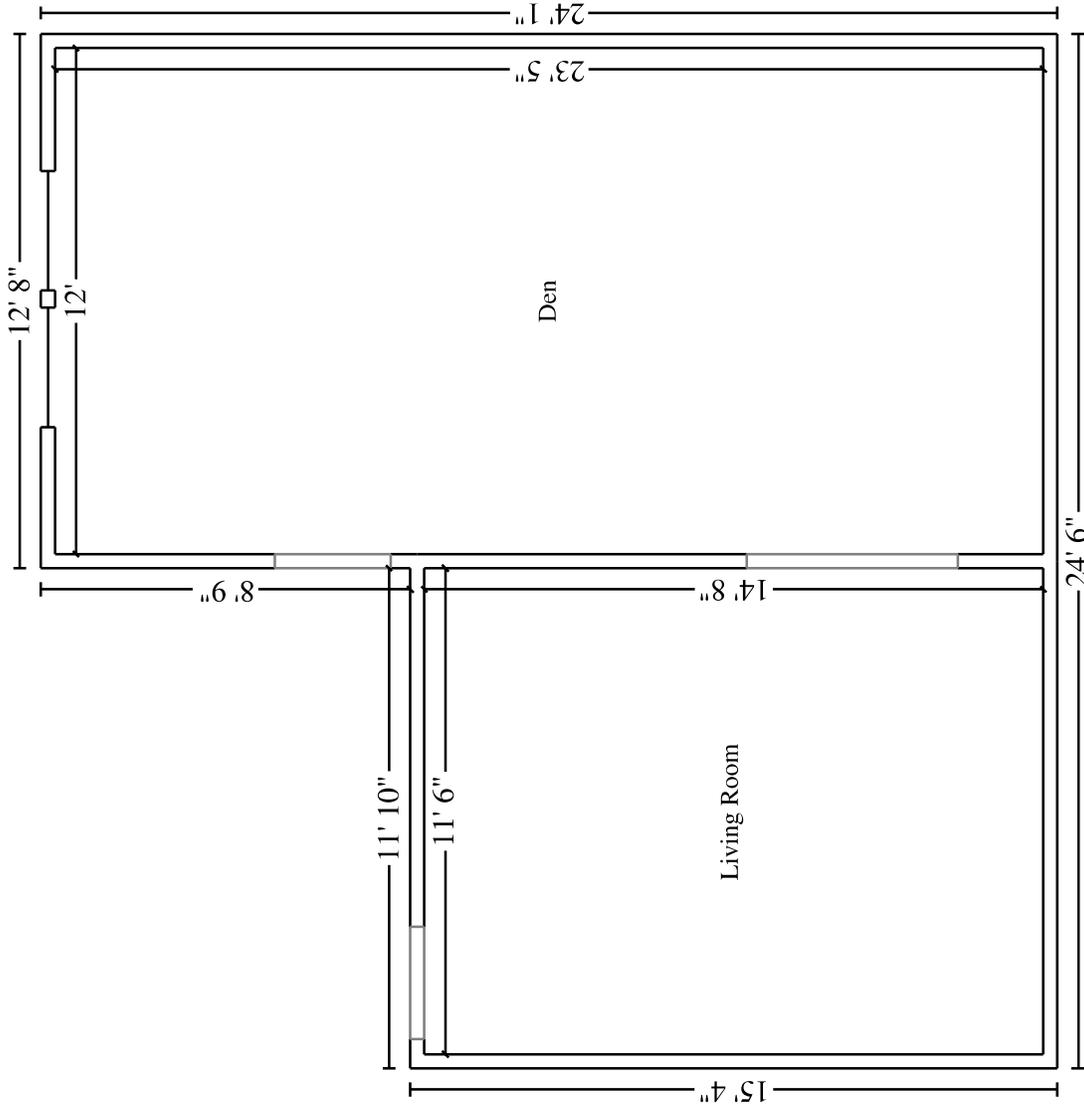


RICHLAND COUNTY CHANGE ORDER

SINGLE FAMILY HOMEOWNER REHABILITATION PROGRAM
2020 HAMPTON ST, SUITE 1022, COLUMBIA, SC



15 16-IMG_3321 Date Taken: 5/27/2020
also they are NOT nailed into the seal.





Agenda Briefing

Prepared by: Clayton Voignier, Director
Department: Community Planning & Development
Date Prepared: June 16, 2020 **Meeting Date:** July 28, 2020

Legal Review	Elizabeth McLean via email	Date:	July 08, 2020
Budget Review	James Hayes via email	Date:	July 02, 2020
Finance Review	Stacey Hamm via email	Date:	July 02, 2020
Approved for Consideration:	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
Committee:	Administration and Finance		
Subject:	Historic Building Designation for 1215 Shop Road		

Recommended Action:

Richland County Conservation Commission (RCCC) recommends Council approve designation of 1215 Shop Road as a Historic Building. The RCCC approved the application for Historic Building Eligibility for 1215 Shop Road at its meeting on June 15, 2020.

Motion Requested:

I move to approve Historic Building designation for 1215 Shop Road.

Request for Council Reconsideration: Yes

Fiscal Impact:

The Historic Building designation allows the landowner to pursue the Bailey Bill, a special tax assessment for restoring historic buildings that maintains the property tax at the pre-rehabilitation rate for a period of twenty (20) years, thus reducing property tax payments for that period.

Motion of Origin:

There is no associated Council motion of origin. Staff has moved this recommendation forward at the request of RCCC.

Council Member	
Meeting	
Date	

Discussion:

Richland County Council established a special tax assessment under Richland County Code of Ordinances, Section 23-60, et seq. “for eligible rehabilitated historic properties for a period of twenty (20) years equal to the assessed value of the property at the time of preliminary certification.” This ordinance is better known as the Bailey Bill, which is authorized under SC Code of Laws, Section 4-9-195 et seq. and allows local governments to provide this financial incentive.

Under Section 23-62 (b), to be eligible for the special tax assessment, a property must meet one of two criteria: 1) listing on the National Register of Historic Places either individually or as a contributing property in a district or 2) designation by Richland County Council as a historic building and the property is at least fifty (50) years old. If a building is not included on lists specified in Section 23-62 (c)(1), the owner must demonstrate the following under Section 23-62 (b)(2) in its application to receive historic property determination:

- a. Association with events that have made a significant contribution to the broad patterns of our history, or
- b. Association with the lives of significant persons in our past, or
- c. Embodiment of distinctive characteristics of a type, period, or method of construction; or representation of the work of a master; or possession of high artistic values.

RCCC votes to approve or disapprove the designation and sends their recommendation to Council for final action.

Conservation Division staff in the Community Planning & Development Department received an application for Historic Building Eligibility from Hood Real Estate Investments, LLC for a recently acquired property at 1215 Shop Road, formerly the home of Morris Furniture. The owner plans to adapt the building for office and warehouse space for Hood Construction. Use of the Bailey Bill will require the company follow rehabilitation standards overseen by the State Historic Preservation Office (SHPO). Two other properties in unincorporated Richland County have previously received the Bailey Bill incentive; however, those properties were already listed on the National Register of Historic Places, and therefore did not need RCCC and Council approval.

A nomination to the National Register of Historic Places for this property has been submitted to SHPO. Revisions are underway with plans to send the final version to the State Review Board in November in anticipation of the property being listed on the Register by the Secretary of the Interior in early 2021. Since the owner plans to begin work on the building this summer, they are seeking the county designation in advance of the property’s nomination to the National Register so they can apply for Bailey Bill certification before they begin the rehabilitation.

At its meeting on June 15, RCCC concurred with the applicant that the history of the building at 1215 Shop Road met the qualification of making a significant contribution to the broad patterns of our history. From the National Register nomination:

The Citadel Shirt Corporation building is significant under Criterion A in the area of Industry for its association with apparel manufacturing, a subsector of South Carolina’s historically important textile manufacturing industry. Citadel Shirt Corporation’s construction and expansion of the building at midcentury specifically for use in apparel manufacturing speaks to the subsector’s growing importance to the local and state economy. Also under Criterion A, the Citadel Shirt Corporation building is significant in the area of Military for its role in the evolving structure of the Army and Air Force Exchange Service (AAFES), an organization with close ties to Fort

Jackson. The building is the only extant resource in Columbia associated with AAFES' Carolina Area Support Center (CASC), one of only 15 Area Support Centers in the world. Selected for its proximity to growing Fort Jackson and its centrality to the 10 military bases it served, 1215 Shop Road's tenure as the CASC underscores Fort Jackson's growing importance to both the federal government and the local economy.

Beginning in 1940, the county and the city of Columbia offered tax incentives to attract the apparel industry which included sites that were rent and tax free as long as they stayed open. Congaree Investment Company built a facility at 1215 Shop Road at no cost to Citadel Shirt Corp. as an enticement. Citadel Shirt Corp. moved into the new structure in 1950 to produce "quality sports shirts for men for distribution throughout the country." The year Citadel opened, apparel manufacturing accounted for more than 12% of all manufacturing employment in Richland County, an impressive increase from 0% in 1930. From 1962 to 1968 the building was used for Femwear's apparel production chain. In 1968, the warehouse was used for the Army and Air Force Exchange Service's Carolina Area Support Center (CASC). The CASC determined merchandise requirements, procured materials, and served as consolidated services for ten military bases. "In its four-year tenure in Columbia, CASC served as an important commercial interface between the Midlands community and growing Fort Jackson." It is the only remaining building associated with CASC.

The 70-year old Citadel building is an example of early design for apparel manufacturing in the Midlands. It maintains a high degree of architectural integrity, retaining the stepped parapet façade, barrel vaulted ceilings, bowstring trusses, steel casement windows, and open floor plan original to its use as a garment manufacturing facility. Reportedly, it was the first shirt factory in the US to have radiant heat. "Incorporating the elements of good industrial design established by the Progressive Movement and the School of Movement, it is an example of the manufacturing building type adapted to suit the burgeoning apparel industry of midcentury Columbia."

There have been few rehabilitations of historic buildings in the unincorporated areas of the county. This structure is a remnant of an important sector of the Columbia and Richland County economy during the middle of the 20th century. Designating the building at 1215 Shop Road as Historic will preserve its architectural features, bring life back to a building that has been abandoned for thirteen years, and help drive economic activity in the vicinity.

Attachments:

1. Application for Richland County Historic Building Eligibility
2. Map of building location
3. Photos of the Building



2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2083



APPLICATION FOR RICHLAND COUNTY HISTORIC BUILDING ELIGIBILITY

A Richland County property owner, who plans to rehabilitate a historic building and apply for the Bailey Bill special tax assessment program, OR apply for a Historic Preservation Grant, must demonstrate the historic significance of the building. Richland County Conservation Commission will determine if a structure is eligible for Historic Building designation.

1. Property Information	
Name of Property:	
Street Address:	City:
Tax Map Number:	
Owner of Property:	
Address (if different from above):	
Contact person:	
Daytime phone number:	Email:
2. Property Description	
When was it built?	
Is the building in its original location? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, when was it moved?	
Major alterations and dates (siding, additions, replacement windows, etc.)	
Original Use:	Current Use:
Condition of Property:	
3. Property Significance	
Explain the historical value of the property in a separate attachment – two (2) pages maximum.	
Properties must demonstrate at least one of the following criteria:	
<ul style="list-style-type: none"> A. Association with events that have made a significant contribution to the broad patterns of our history; B. Association with the lives of significant persons in our past; C. Embodiment of distinctive characteristics of a type, period, or method of construction; or representation of the work of a master; or possession of high artistic values 	

Provide copies of pertinent information about the property (i.e. research materials, newspaper articles).

4. Photographs

Submit at least six (6) photographs of the exterior front, sides, and rear, outbuildings, and any significant exterior or interior details. Photos should be on a CD or emailed to stonecolumn@rcgov.us

5. Submission

Submit application, description of significance, supporting materials, and photographs to:

Richland County Conservation Commission
Attn: Nancy Stone-Collum
2020 Hampton Street, Rooms 3063A
Columbia, SC 29204

Electronic submission (preferred): stonecolumn@rcgov.us

3. Property Significance

The Citadel Shirt Corporation Building at 1215 Shop Road just outside Columbia city limits in Richland County, South Carolina is historically significant under Criterion A and Criterion C. Under Criterion A, the building is significant for its association with apparel manufacturing, a subsector of South Carolina's historically important textile manufacturing industry. Citadel Shirt Corporation's construction and expansion of the building at midcentury specifically for use in apparel manufacturing speaks to the subsector's growing importance to the local and state economy. The Citadel Shirt Corporation building is also significant under Criterion A because of its role in the evolving structure of the Army and Air Force Exchange Service (AAFES), an organization with close ties to Fort Jackson. The building is the only extant resource in Columbia associated with AAFES' Carolina Area Support Center (CASC), one of only 15 Area Support Centers in the world. Selected for its proximity to growing Fort Jackson and its centrality to the 10 military bases it served, 1215 Shop Road's tenure as the CASC underscores Fort Jackson's growing importance to both the federal government and the local economy. The building is significant under Criterion C as an example of midcentury design for apparel manufacturing facilities.

CRITERION A SIGNIFICANCE: APPAREL MANUFACTURING

The Citadel Shirt Corporation building is significant under Criterion A for its association with the mid to late 20th century apparel industry, a subsector of South Carolina's historically monumental textile manufacturing industry. Whereas textile manufacturing concerns "the mills that manufacture yarn, thread, and fabric for clothing by spinning, weaving, and knitting," apparel manufacturing includes "the firms that cut and assemble finished goods for the retail market."¹ This distinction is important as the two industries, though closely related, have different development arcs in the US South and in Columbia in particular. As the home of two midcentury garment factories, 1215 Shop elucidates the local experience in this previously unexamined but important period in South Carolina's industrial history.

The building at 1215 Shop Road provides an illustrative example of how apparel manufacturing gained importance to the local and state economies. Incentives offered by Congaree Investment Company enticed Citadel Shirt Corporation to 1215 Shop Road. Among these incentives was construction of the building at no cost to Citadel. When the company moved into the building in 1950, local commentators were quick to tout Citadel's benefits to the wider community. First, they noted Citadel occupied an important place in the ecosystem of local textiles: it drew 50 to 60 percent of its raw material (cotton, rayon, gabardine, and nylon) from South Carolina, much of it produced in local mills. Second, the company employed 200 workers recruited from the Midlands area and had made capital investments of more than \$200,000. Finally, Citadel's production output – 12,000 shirts per week at its maximum operation – would encourage additional industrial development, namely construction of a set-up box factory. Citadel's President Bill Benjamin predicted "a bright industrial future for South Carolina."²

By 1960, textile and apparel factories employed more than half of South Carolina's workers. 1215 Shop Road continued to serve the Midlands' burgeoning apparel industry in this period as the first home of local dressmaking company Femwear Manufacturing. From 1962 to 1968, 1215 Shop Road was part of Femwear's apparel production chain that included operations at two other buildings. Rented space at 701 Whaley (formerly the community center for Olympia Mill village) and 1144 Shop Road helped 1215 Shop Road accommodate the myriad stages of garment production: cutting, stitching, sewing, pressing, piece-good storage, warehousing, shipping, and samples. Dresses Femwear manufactured from textiles produced in Midlands mills and stored in the building at 1215 Shop Road were sold in cities across the country.³ In this way, 1215 Shop Road brought the local apparel manufacturing onto the national scene.

Femwear occupied 1215 Shop Road when the growth of South Carolina's apparel manufacturing sector was still increasing dramatically. From 1963 to 1967, the state's apparel workforce increased by 23% and its value added increased by 64%. This represented a 75% increase in the state's apparel workforce since 1954, and a 242% increase in the industry's added value. Femwear's departure from 1215 Shop Road for a bigger, newer complex on Bluff Road in 1965 was in keeping with the industry's growth in the Midlands and in South Carolina more widely.⁴

The Citadel Shirt Corporation building at 1215 Shop Road points to a moment in time when the Midlands manufacturing sector began to pivot to increasingly include production of apparel. Together, the twin industries of textile and apparel production formed South Carolina's two largest manufacturing employers in the mid to late 20th century. The Citadel Shirt Corporation building speaks to an important chapter in the economic history of the Midlands and the state.

CRITERION A SIGNIFICANCE: MILITARY

The building at 1215 Shop Road is also significant to local military history because of its association with Fort Jackson during its tenure as the warehouse for the Army and Air Force Exchange Service's (AAFES) Carolina Area Support Center (CASC). The CASC's location in Columbia underscored both the increasing importance of Fort Jackson to the federal government and to the local community. In its four-year tenure in Columbia, the CASC served as an important commercial interface between the Midlands community and growing Fort Jackson. 1215 Shop road is the only extant resource associated with the CASC.

¹ These definitions are taken from Anderson, Schulman, and Wood, "Globalization and Uncertainty: The Restructuring of Southern Textiles," 479.

² "New Shirt Factory Here to Employ 200 Workers."

³ Harrill, "Dress-Making: Colorful Work."

⁴ Grose, "Moving Day for Garment Plant."

The CASC began its operations at a heady period in local history, a time when Columbia increasingly sought to assert its significance as the state's capital city. In the late 1950s, local merchants began to promote the "Midlands" concept as a way to rebrand the state's most central counties as South Carolina's "natural marketplace." Opening of the Columbia Metropolitan Airport in 1965 had already lent credence to the idea that Columbia was an up and coming metropolitan area. CASC's opening only added weight to that claim. Ramp up for the Vietnam War in July 1965 brought a marked increase in additional troops to Ft. Jackson (incoming training classes exceeded previous class sizes by 5,000 soldiers) further cemented local confidence in the installation's reliability. In 1968, the Ft. Jackson Reception Station processed 78,545 incoming personnel.⁵

The Midlands received the CASC with enthusiasm. Previous threats of post closure had highlighted Columbia's reliance on Ft. Jackson as a major economic driver: removal of the fort's 11,275 soldiers and 1,183 civilian employees was predicted to take a \$1.2 million toll on the city's economy.⁶ Arrival of the Korean War renewed Ft. Jackson's utility to the federal government and brought additional troops to Columbia for training. Nineteen years later, the city of Columbia annexed the much-expanded Ft. Jackson in a move to gain subdivisions on the other side of the fort. Annexation brought the city an estimated \$114 million in net worth. Ft. Jackson's annual expenses of \$117 million included locally purchased services, supplies, and equipment, as well as military and civilian pay.⁷ Underscoring its importance to the Midlands economy, South Carolina Senator Ernest F. Hollings cited the organization's "significant volume of purchasing, as well as [attraction] to Columbia [of] manufacturers and sales personnel from throughout the nation." During its tenure at 1215 Shop Road, the CASC employed nearly 100 Midlands workers.⁸ The building at 1215 Shop Road is the only extant resource associated with Columbia's brief period as the home to the CASC. The office building at 1745 Sumter Street is no longer standing, leaving its warehouse as the only remaining vestige of its local presence. 1215 Shop Road stands as testament to the moment in time when AAFE's pivotal restructuring scheme played out at the local level.

CRITERION C SIGNIFICANCE: ARCHITECTURE

The architecture of Citadel Shirt Corporation's building at 1215 Shop Road demonstrates how local apparel manufacturers implemented midcentury national trends in commercial and industrial architecture. Elements of the building's construction demonstrate how local apparel manufacturers sought to overcome hazards that had plagued the industry in the early 20th century and create a new and inviting environment for the Midland's burgeoning apparel workforce. The advent of ready-mixed concrete delivered on site made masonry an increasingly obsolete structural component after 1920. Large multi-pane industrial steel sash windows became dominant exterior design features in this era, as did concrete columns and beams that could bear heavier loads. Concrete columns and beams allowed for larger spans between columns, increasing the open area of factory floor plans. Architects were now freer to adapt a factory layout to suit a specific production process. This marked a sea change in the architect's role in design of industrial and commercial buildings: designers were increasingly concerned with the interior function of factory spaces.⁹

By the time Citadel Shirt Corporation's building at 1215 Shop Road was designed in 1950, all of these elements were commonplace in American manufacturing buildings. Citadel's designers incorporated all of the standard elements of healthy American factories: large storm windows that permitted lots of daylight, high vaulted ceilings to facilitate ventilation, and radiant heat to keep workers comfortable in all seasons. Contemporary commentators reported it was the first shirt factory in the United States to use radiant heat. The building also made use of bowstring trusses, a 1930s architectural design that enabled large expanses of clear space. Bowstring trusses permitted a vast open floor plan that allowed all phases of shirt production to occur unencumbered from one step to the next. When Citadel opened, its 200 employees – among them "experienced single and double needle machine operators" – would not only enjoy "good hourly pay" for their "steady work," but would also enjoy a climate-controlled, well-ventilated workspace with abundant natural light.¹⁰ The building's location on Shop Road, far outside the railroad-centric warehouse district of downtown Columbia, also speaks to its reliance on new technologies. Whereas early 20th century factory buildings relied on their proximity to railroads for shipping and distribution, midcentury manufacturers increasingly relied on trucks. Citadel's location on Shop Road underscores the increasing divorce between manufacturing and the railroad.

In later years, apparel manufacturing would increasingly take place in ever larger, ever more sprawling prefabricated buildings. As apparel manufacturing in the Midlands and across South Carolina continued to grow and anticipate future success (see above INDUSTRY), companies constructed facilities capable of housing larger workforces. Femwear's own 1965, 106,800 square foot building on Bluff Road is an example of this new form for apparel manufacturing facilities. Thus, the Citadel building at 1215 Shop Road is an important example of early design for apparel manufacturing in South Carolina's Midlands. Incorporating the elements of good industrial design established by the Progressive Movement and the School of Movement, it is an example of the manufacturing building type adapted to suit the burgeoning apparel industry of midcentury Columbia.

A list of works cited and relevant research materials is provided as an attachment to this document.

⁵Moore, *Columbia & Richland County: A South Carolina Community, 1740 - 1990*, 405; Tyson and Swanson, "Fort Jackson 1917 - 2017," 173.

⁶ Tyson and Swanson, "Fort Jackson 1917 - 2017," 141.

⁷ Tyson and Swanson, 181.

⁸ "Carolina Area Support Center Opening Ceremonies Feb. 23"; "Permanent Employment Opportunities"; "Relocated Center Employees to Get Aid."

⁹ "Goodenow Textiles Company Building"; "The Factory Architecture of Albert Kahn."

¹⁰ "New Shirt Factory Here to Employ 200 Workers"; "New Shirt Plant."

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New Shirt Factory Here To Employ 200 Workers

Capital Investment Over \$200,000;
Annual Payroll Of \$300,000 Seen

A new industrial plant for Columbia that will employ 200 workers and have an annual payroll of \$300,000 was announced today by C. E. Bell, director of the Columbia Industrial Service bureau.

The newest addition to Columbia's growing industrial family is the Citadel Shirt corporation which will occupy a new, modern factory building with 18,000 square feet of floor space now being erected adjacent to the Colonial Stores warehouse near the State Fair Grounds.

Operations at the new plant are expected to begin about May 15. Bill Benjamin, president of the corporation, announced

Mr Benjamin is widely known in both the national and South Carolina needle trade fields, having operated a highly successfully business in this state for many years

"We are looking forward with keen pleasure to occupying our new plant in Columbia and to our firm's becoming a part of this fine city," Mr. Benjamin stated

Sports Shirts

"Our production here will be quality sports shirts for men for distribution throughout the country—a line which is now being featured and sold in every state in the nation. We will employ, once maximum production is reached, some 200 workers all of whom will be recruited from Columbia and its environs," he said

"Our plant manager is J. J. Teskey, a resident of Columbia for many years and a highly regarded production man in the garment in-

(Continued On Page Five)

ABOUT GERMANS

Churchill Proposal Labeled Premature

WASHINGTON, March 29—(AP)—American officials today labeled as "entirely premature" Winston Churchill's suggestion that German soldiers be permitted to serve with Allied armies

Churchill wartime British prime minister, proposed this in a speech to the House of Commons yesterday. He suggested it as a means of allowing western Germany to contribute to the defense of western Europe

One well informed American official said the United States believes west Germany must make considerable progress politically before any thought is given to using German manpower in Allied defense plans.

"To do otherwise," he said, "would

consideration by the United States government.

The possibility of using German manpower in Allied military units

(Continued On Page Five)

Increase In Farm Support Recommended

WASHINGTON, March 29 (AP)

—A \$2,000,000,000 increase in gov-

NEW FACTORY

(Continued From Page One)

dustry here and over the state," Mr. Benjamin stated

Mr. Teskey, who until recently operated a sewing plant here, expressed pleasure in getting back into manufacturing in Columbia

"I have a very fine regard for workers in the Columbia area," he stated. "Having been closely associated with them for many years, I have found them most cooperative and capable of turning out production equal to workers anywhere."

The new factory building is to be a one-story, multi-colored brick structure containing 100 by 180 feet of clear space with no posts and equipped with radiant heat and storm windows

Mr. Benjamin states that as far as he knows, this will be the only shirt factory in the country equipped with radiant heat. The building, modern machinery and equipment will represent a capital investment exceeding \$200,000. The plant is designed for future expansion with one end being equipped with sliding doors

The plant will manufacture sport shirts of cotton rayon, gabardine and nylon and the products will bear the trademark of "Citadel"

Mr. Benjamin, a native South Carolinian, pointed out that from 50 to 60 per cent of the raw material used in the manufacture of the shirts will come from South Carolina

12,000 Per Week

When maximum production is reached the plant will turn out 12,000 shirts per week and will use one and one-half million boxes a year for shipping

Mr. Bell pointed out that the new plant will create an even greater need for a set-up box factory in the Columbia area. The nearest such factory is 100 miles away and local consumers have to pay a premium to get the boxes shipped into the area

The "Citadel" shirt label is featured in leading national magazines including Look, the Saturday Evening Post, Esquire, Life and Time. Mr. Benjamin says the shirts will be shipped to all 48 states

A New York office will be opened and the address announced soon in national trade papers, Mr. Benjamin said

In commenting on the announcement, Mr. Benjamin predicted a bright industrial future for South

Carolina. "The opportunities for industry locating here are bigger and better every day," he stated.

Mr. Teskey and Mr. Benjamin were both high in their praise of Mr. Bell and B. M. Edwards, Jr., for being instrumental in getting the plant to locate in Columbia

Applications for employment will be accepted at the plant after April 20 and further information may be obtained by calling Mr. Teskey at 3-7868

The building for the new factory is being built for the Citadel factory by the Congaree Investment company, of which W. S. Hogan is president

DAYBOOK

(Continued From Page One)

at Main Street Methodist church tonight. The churchman will speak at a supper meeting at 7:30 to be attended by ministers and a number of laymen of Methodist churches in the Columbia district. Bishop Harrell will speak in the interests of Lake Junaluska, N. C., the summer assembly of Methodists of the Southeastern states. Another speaker will be the Rev. Dr. Elmer T. Clark, New York, who is editor of "World Outlook" missionary journal of the Methodist church.

THE SOUTH CAROLINA Senate received a bill today to make it unnecessary for a dog or a horse to show up in the courtroom at the trial of anyone accused of maltreating an animal. Present South Carolina law insists that a defendant accused of cruelty to animals must be confronted with the injured beast in the courtroom before he can be convicted. The bill was one of a series designed to clarify the 1950 issue of the South Carolina law code

OF COURSE, you can see the Easter Bunny in Kohn's store every afternoon from 4:30-5 p. m. But if anyone wants to see his nest, it's at Valley Park. The Bunny will be in his nest tomorrow from 3-4 p. m. and Miss Alida Stevenson will be there to tell Easter stories. All children in Columbia are invited to talk to the Bunny and hear the stories. He will be brought to the park in his blue convertible Oldsmobile, escorted by his chauffeur in colorful uniform

NEW SHIRT PLANT

Needs 100 experienced single and double needle machine operators. Good hourly pay—steady work. Only experienced need apply. We will take applications starting May 1st, 2nd, 3rd, 4th.

CITADEL SHIRT COMPANY

Located Near Fair Grounds—Across Street From Swift Packing Company

CITATION (CMS STYLE)

State (Columbia, South Carolina), April 30, 1950: 63. *NewsBank: South Carolina Historical Newspapers*. <https://infoweb-newsbank-com.rlsc.idm.oclc.org/apps/news/document-view?p=EANX-NB&docref=image/v2:11210D30DA68B248@EANX-NB-14711AC9DC42D402@2433402-14711A51CC8680F5@62-14711A51CC8680F5@>.

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15 Down, 115,000 to Go

Workers unload one truckload of dresses during transfer operation which will eventually involve moving

115,000 dresses from old Oxford plants into new quarters.

Moving Day For Garment Plant

The old Femwear Manufacturing Company just isn't what it used to be. Not at all.

It's got a new name, a few face, and what company officials hope will be a new image identifying it more closely both with the parent company and with its local environment.

The new name is Oxford of Columbia, and in three weeks the firm plans to be operating from its new 106,800-square foot plant in the Columbia Industrial Park off Bluff Road.

It'll be a far cry from the three plants (two on Shop Road and one on Whaley Street), which have housed Femwear's operations for years.

The new facility will consolidate the company's cutting, stitching, sewing, pressing, piece-good storage, warehousing, shipping and samples all under one roof, and will serve as chain-wide headquarters for dress production of Oxford Manufacturing Company, the parent company which is headquartered in Atlanta.

And even before construction was completed, Oxford found it necessary to make an addition, a 2,800-square foot facility to house the oven for baking permanent press into its garments.

The moving process has already begun, primarily in the transfer of dresses from the warehouse facility on Shop Road. Before the job is over,

it was estimated that some 115,000 dresses will have been moved.

Transfer of all equipment is scheduled to be completed by July 13, at which time Oxford will reopen after a shutdown of slightly over a week for the moving operation.

Oxford Manufacturing, which acquired the old Femwear organization in 1961, is a five-state southern corporation which has 27 plants. Company President John P. Hunter Jr. says it is "one of the dozen largest garment manufacturers in the country."

It produces a full line of men's women's, and children's outer apparel, and sales for the fiscal year ended May 31 are expected to top \$80 million.

In South Carolina, it has plants in Hickory Grove, Gaffney, Greenville, Greenwood, and Belton, in addition to Columbia, and employs between 3,000 and 3,500 workers.

Oxford's transfer schedule calls for the closing of the stitching plant Thursday, July 1, followed by the closing of the cutting, sewing and pressing operations Friday, July 2.

The firm has taken a 12-year lease from New Southern Industries Inc. for seven acres, with an option on another three acres.

New Southern is also builder of the South Carolina Box Company, a 26,000-square foot facility adjacent to the Oxford site. — PHILIP G. GROSE JR.

... matching for skirt and sweater sets and clerical assignments such as payroll organization are also easy meat for the IBM systems 1460 and 7010 which Milliken uses.

"Eventually we will be able to credit payments to our employees directly to the employees' bank account, without the necessity of giving the check to the employee, and having him endorse it over to the bank," he said.

But Milliken treads cautiously when it comes to using the computer for production scheduling.

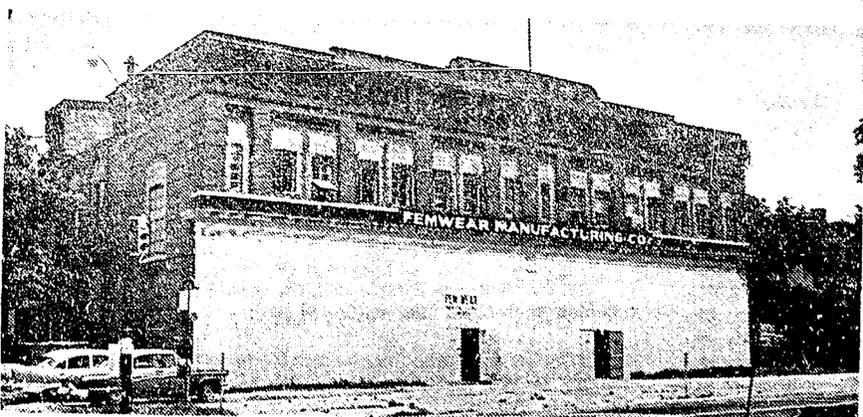
"This is the most difficult part of computer application," he said. "There are so many variables to contend with, and so much minute information that would have to be fed into the computer that it doesn't seem economical.

"It is possible to do it, but I don't think it is possible to do it economically. The computer may do general production planning in rough segments.

"We can make plans for all the manufacturing units in the company, but after we furnish plans to the plants, they have to do their own production schedules."

Milliken isn't the first, or only textile plant to avail itself to computer equipment, but the Spartanburg giant is believed to be the most heavily committed to the electronic information systems. The commitment, as Milliken pointed out in his dedicatory remarks, is in keeping with the firm's "deep and total commitment to build its future on a foundation of research."

The reward of this commitment must eventually be written in dollars and cents. In Milliken's words, the challenge to the textile industry lies in "how best to use this new tool economically to help build a better future."



From Here

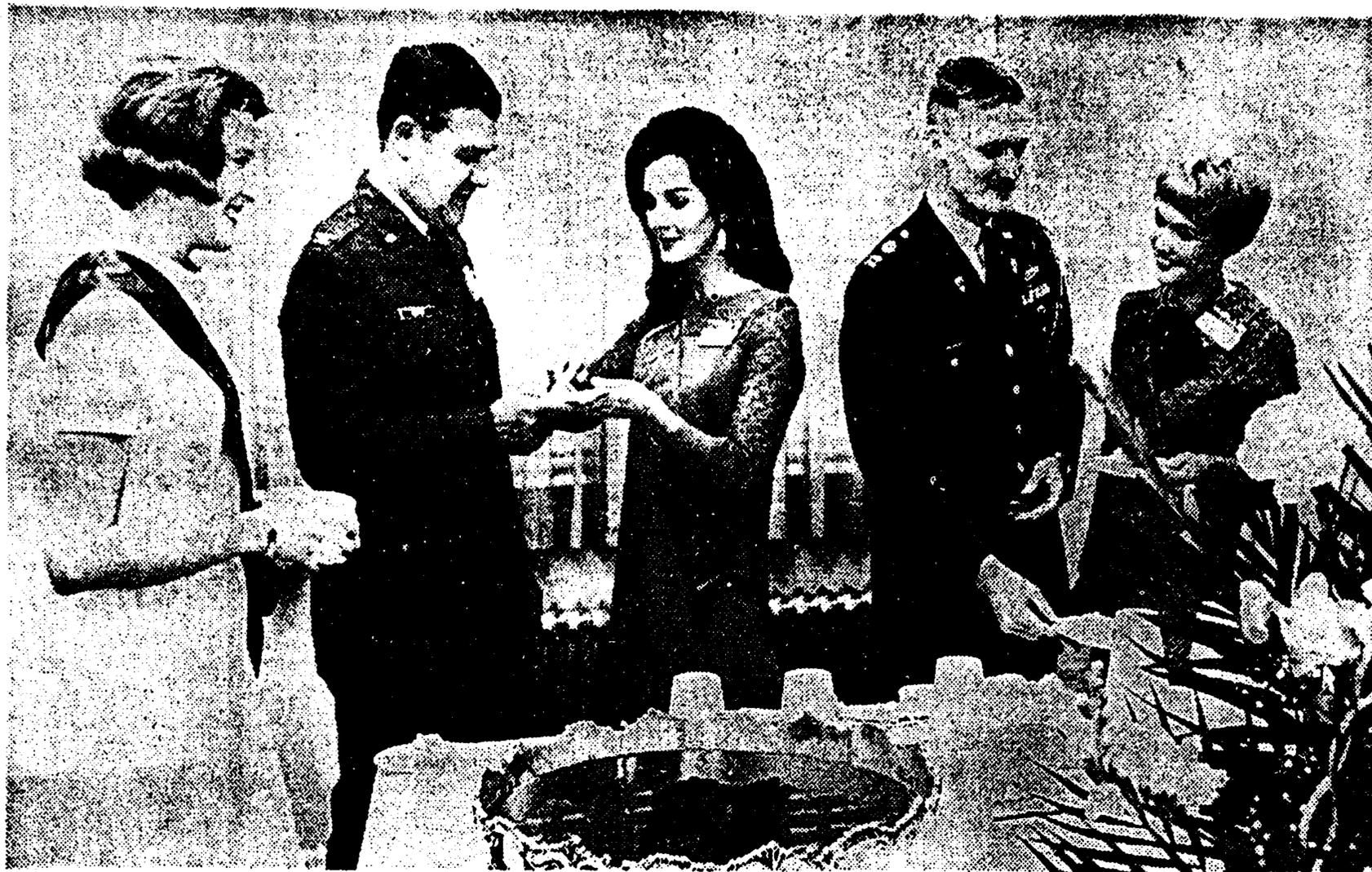
Oxford will abandon old Femwear facilities on Shop Road (top two photos), and Whaley Street (bottom photo) beginning July 1, 2.

To Here

Firm will occupy new 106,800-square foot plant in Columbia Industrial Park, beginning production on July 13.



Columbia, S. C., Saturday, February 24, 1968



CENTER OPENING — Army and Air Force officials are welcomed by part and pretty employees of the Carolina Area Support Center, 1745 Sumter Street, at the Center's opening ceremonies held here Friday. From left are Rita McMahon; Col. A. T. Sampson, Shaw

Air Force Base commander; Annette Bass; Capt. Eli Wisheart, aide to Gen. Gines Perez at Fort Jackson; and Leslie McCloskey. The center will serve the merchandising needs for 10 regional military bases. (Staff photo by Bud Shealy)

Support Center Here Dedicated

Ceremonies were held here Friday for the opening of the Carolina Area Support Center, Army and Air Force Exchange Service, at 1745 Sumter St.

Center Chief Julian R. Price said the facility, one of 15 throughout the nation, will be responsible for determining merchandise requirements, procuring materials, and serving as consolidation office for 10 regional military installations.

They are Ft. Bragg, Ft. Gordon, Myrtle Beach AFB, Seymour-Johnson AFB, Robins

AFB, Ft. Jackson, Ft. Stewart, Shaw AFB, Hunter AFB, and Charleston AFB.

At present the Area Support Center is buying merchandise for the Ft. Jackson exchange only.

The center will assume full procurement responsibility for all designated exchanges no later than August.

Price said the center will employ an office force of about 100, and a warehouse force of 60.

The local warehouse for the center is at 1215 Shop Road.

India's Engineers Campaign For Title

NEW DELHI (AP) — Noting that physicians are doctors—Drs.—professionally proud Indian engineers are campaigning for a prefix of their own. Many said they would like to be titled Ers.

Specialist's Industry Mushrooming

TAIPEI (AP) — Mushrooming is the only word for the industry of Hu Kai-jan, agricultural specialist working for the Formosa provincial government. He spent \$5 for spores from the United States and Japan in 1953 to start Formosa's first mushroom cultivation and by 1967 his edible fun-

SKYWAY
Drive-In

NOW THE BIG 3
BACK BY DEMAND..

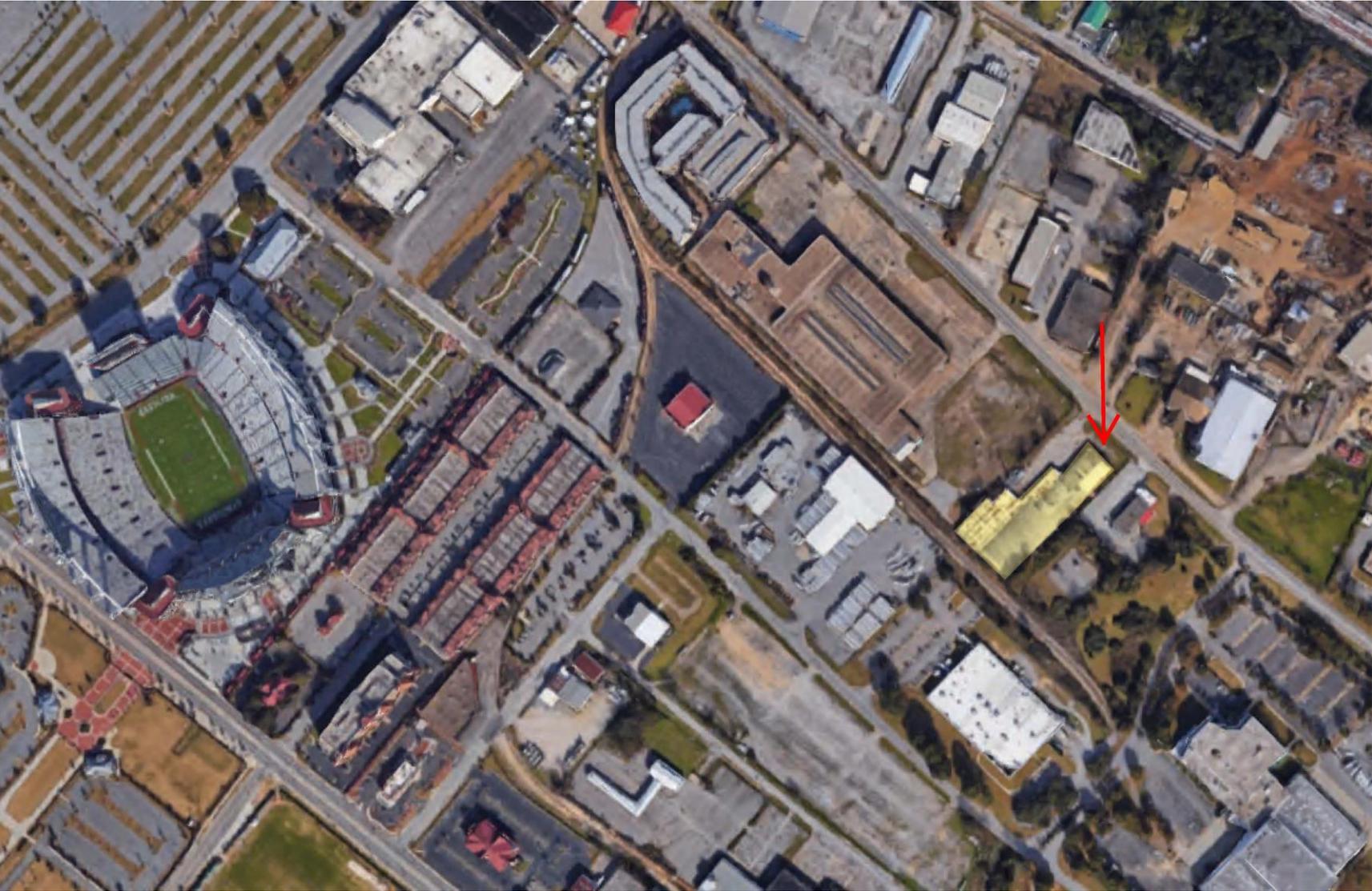
LEE MARVIN • JANE FONDA
AT 7:15
"CAT BALLOU" color

"GEORGY GIRL" Lynn Redgrave

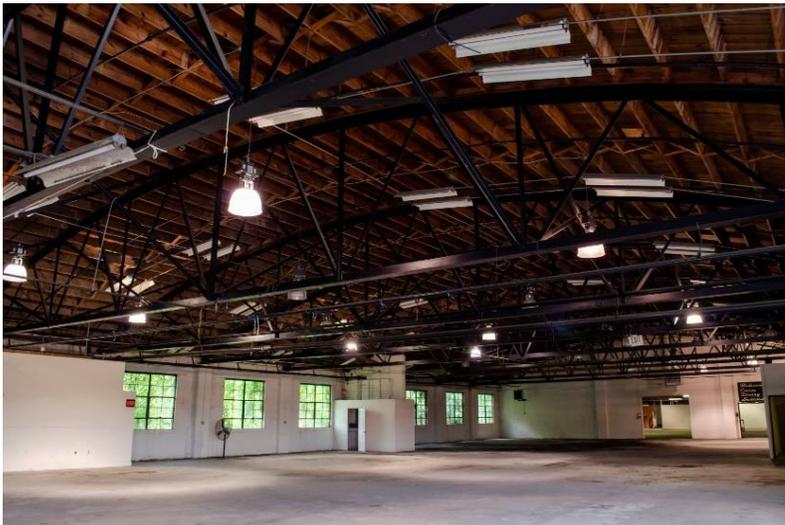
"PROFESSIONALS" COLOR
LEE MARVIN • BURT LANCASTER AT 7:15
CLAUDIA CARDINALE



1215 Shop Road Location



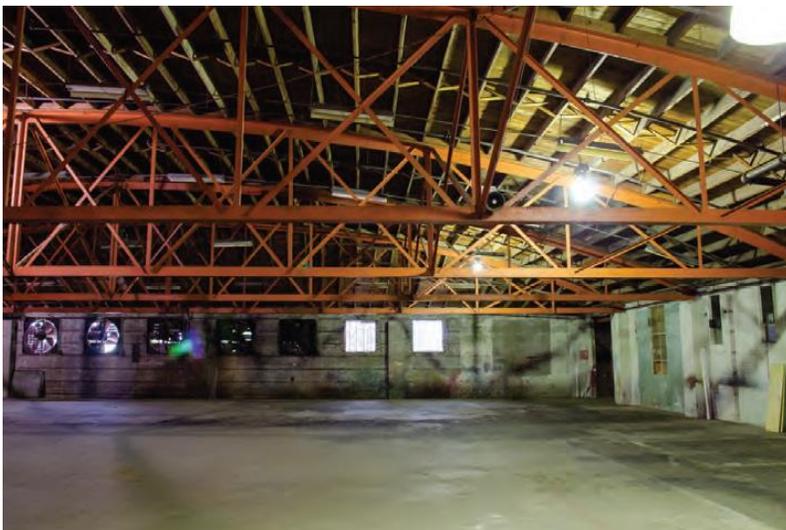
1215 Shop Road



Bowstring trusses, barrel vaulted roof



Steel casement window



**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by: Michael Niermeier, Director

Department: Transportation

Date Prepared: July 20, 2020

Meeting Date: July 28, 2020

Legal Review	Elizabeth McLean via email	Date:	July 22, 2020
Budget Review	James Hayes via email	Date:	July 21, 2020
Finance Review	Stacey Hamm via email	Date:	July 21, 2020
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM	
Committee	Transportation Ad Hoc		
Subject:	Clemson Rd. Widening Waterline Deeds		

Recommended Action:

Staff recommends that Council approve an ordinance transferring ownership of the waterlines to the City of Columbia.

Motion Requested:

Move to approve an ordinance transferring ownership of the waterlines to the City of Columbia.

Request for Council Reconsideration: Yes

Fiscal Impact:

There is no additional fiscal impact for the execution of this deed.

Motion of Origin:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

Discussion:

As part of the Clemson Rd. Widening Project, the contractor has installed new waterlines along a portion of the roadway. Because Richland County managed the design and now construction of the project, the new waterlines are considered County property. The City requires that these waterlines be deeded over to them so that they can abandon the old waterlines and begin use of the new lines.

The City of Columbia's Legal Department drafted the deed, and it has been reviewed and approved by the County Attorney's Office. The execution of this deed will require an ordinance amendment and three readings.

Attachments:

1. Waterline deed prepared by the City of Columbia
2. Draft ordinance

STATE OF SOUTH CAROLINA) DEED TO WATER LINES FOR CLEMSON
COUNTY OF RICHLAND) ROAD WIDENING 12" WATER LINE
RELOCATION; RICHLAND COUNTY TMS
#25700 AND 25800; CF #346-15

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County of Columbia, South Carolina (also hereinafter referred to as "Grantor") of does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6", 8" and 12" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system and more clearly shown on City File #346-15.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #346-15, which is incorporated herein by specific reference thereto.

A 12" water line beginning at a 12"x12" tapping sleeve and 12" valve and tie to an existing 12" City of Columbia water line (12" Water Main Extension along Clemson Road and 8" Water Main Extension along Chimneyridge Drive; CF #220-371) located in the outer perimeter of the southwestern right-of-way of Clemson Road (SCDOT; S-40-52), twenty-two and four tenths (22.4) feet southeast of the northern property corner of Richland County TMS #25700-02-01, n/f Peach Farm Limited Partnership (reference being made to the portion of parcel along the western side of Clemson Road); thence extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of one and one tenth (1.1) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, nineteen and one tenth (19.1) feet southeast of the said northern property corner of TMS #25700-02-01; thence turning and extending therefrom in a northwesterly/more northerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of one and seven tenths (1.7) feet to joined 45° and 11.25° bends, located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifteen and five tenths (15.5) feet southeast of the said northern property corner of TMS #25700-02-01; thence turning and extending therefrom in a northeasterly/more northerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of eleven and five tenths (11.5) feet to joined 22.5° and 45° vertical bends, located in the outer perimeter of the southwestern right-of-way of Clemson Road, thirteen and nine tenths (13.9) feet northeast of the said northern property corner of TMS #25700-02-01; thence turning and extending therefrom in a northeasterly direction crossing Clemson Road, for a distance of eighty-three and nine tenths (83.9) feet to a 45° bend, located in the outer perimeter of the northeastern right-of-way of Clemson Road, forty-five and nine tenths (45.9) feet northwest of the southwestern/westernmost property corner of Richland County TMS #25700-04-02, n/f Naromi, LP; thence turning and extending therefrom in a northerly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of one

APPROVED AS TO FORM



and six tenths (1.6) feet to a 45° bend, located in the outer perimeter of the of the northeastern right-of-way of Clemson Road, forty-eight and one tenth (48.1) feet northwest of the southwestern/westernmost property corner of said TMS #25700-04-02; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road and generally parallel to Richland County TMS #25700-04-02, 07, 05, 08, 01, 25800-04-01, 25700-04-03, 04, 25800-04-01, 15, 17 and 21, for a distance of four thousand three hundred seventy-six (4376) feet to joined 45° and 45° bends, located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred five and nine tenths (105.9) tenths (105.9) feet southeast of the westernmost property corner of Richland County TMS #25800-04-21, n/f Jordan; thence turning and extending therefrom in a southwesterly direction crossing Clemson Road, for distance of eighty-six and two tenths (86.2) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred forty and five tenths (140.5) feet southeast of the northeastern property corner of Richland County TMS #25800-07-14, n/f C&L Investments, LLC; thence turning and extending therefrom in a northwesterly/more westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of three (3) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred thirty-six and two tenths (136.2) feet southeast of the northeastern property corner of said TMS #25800-07-14; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road and generally parallel to TMS #25800-04-01 and 25800-07-14, for a distance of one hundred fifty-seven and seven tenths (157.7) feet to a joined 45° and 45° bends, located in the outer perimeter of the of the southwestern right-of-way of Clemson Road, thirty-seven and three tenths (37.3) feet north of the northeastern property corner of said TMS #25800-07-14; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southwestern right-of-way of Clemson road, for a distance of four and eight tenths (4.8) feet to a 45° vertical bend and 12"x12" tapping sleeve tied to an existing 12" City of Columbia water line (Richland Northeast Industrial Park; CF #109-16), located in the outer perimeter of the of the southwestern right-of-way of Clemson Road, forty-five and nine tenths (45.9) feet northernmost of the northeastern property corner of said TMS #25800-07-14; thence terminating.

Also, a 6" water line beginning at a 12"x6" tapping sleeve and 6" valve and tie to an existing 12" City of Columbia water line (12" Water Main Extension along Clemson Road and 8" Water Main Extension along Chimneyridge Drive; CF #220-371) located in the outer perimeter of the southwestern right-of-way of Clemson Road (SCDOT; S-40-52) approximately thirty-four (34) feet southeast of the said northern property corner of Richland County TMS #25700-02-01; thence extending therefrom in a southeasterly/more easterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of one and three tenths (1.3) feet to a fire hydrant, located in the outer perimeter of the southwestern right-of-way of Clemson Road approximately thirty-two (32) feet southeast of the said northern property corner of said TMS #25700-02-01; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and tie to the aforescribed 12" water line located in the southwestern right-of-way of Clemson Road, seventeen and three tenths (17.3) feet northeast of the said northern property corner of Richland County TMS #25700-02-01; thence extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road generally parallel to Richland County TMS #25700-03-06, n/f Prime Clemson Storage, LLC, for a distance of eighty-nine and two tenths (89.2) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifty-eight and eight tenths (58.8) feet southeast of the eastern property corner of Richland County TMS #25700-03-03, n/f Gracelife Church; thence turning and extending therefrom in a northwesterly/more westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of two and three tenths (2.3) feet to a 45° bend, located in the outer

perimeter of the southwestern right-of-way of Clemson Road, fifty-five and six tenths (55.6) feet southeast of the eastern property corner of said TMS #25700-03-03; thence turning and extending therefrom in a northwesterly/more northerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of two and two tenths (2.2) feet to a 6"x6" tapping sleeve and 6" valve and tie to an existing 6" City of Columbia water line (Storage-R-U's; CF #256-02), located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifty-two and seven (52.7) feet southeast of the eastern property corner of said TMS #25700-03-03; thence terminating.

Also, a 12" water line beginning at a 12"x12" tee and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, ninety-four and seven tenths (94.7) feet northwest of the southernmost property corner of Richland County TMS #25700-04-05, n/f Park Holding Company, LLC; thence extending therefrom in a northeasterly direction along the driveway area of said TMS #25700-04-05, for a distance of fifty-three and seven tenths (53.7) feet to a 45° bend, located in said driveway of said TMS #25700-04-05 approximately one hundred one (101) feet northwest of the southernmost property corner of said TMS #25700-04-05; thence turning and extending therefrom in a northerly direction along said driveway area, for a distance of three and one tenths (3.1) feet to a 45° bend, located in said driveway area approximately one hundred four (104) feet north of the southernmost property corner of said TMS #25700-04-05; thence turning and extending therefrom in a northwesterly direction crossing said driveway area, for a distance of four and five tenths (4.5) feet to a 12"x12" tapping sleeve and 12" valve and tie to an existing 12" City of Columbia water line (Kraemer Medical Office; CF #336-05), located at the southernmost property corner of TMS #25700-04-08, n/f Cohn & Cohn, Inc., LLC, approximately one hundred seven (107) feet northwest of the southern property corner of said TMS #25700-04-05; thence terminating.

Also, an 8" water line beginning at a 12"x8" tapping sleeve and 8" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred sixty-four and one tenth (164.1) feet northwest of the southernmost property corner of Richland County TMS #25700-04-01, n/f Clemson University; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of seventy-two and nine tenths (72.9) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road approximately one hundred ninety-five (195) feet northwest of the southernmost property corner of said TMS #25700-04-01; thence turning and extending therefrom in a westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of four and six tenths (4.6) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, two hundred seven and nine tenths (207.9) feet northwest of the southernmost property corner of said TMS #25700-04-01; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of three and two tenths (3.2) feet to an 8"x8" tapping sleeve and valve and tie to an existing 8" City of Columbia water line (Royal Pines Water Project, Phase 2; CF #229-25), located in the outer perimeter of the southwestern right-of-way of Clemson Road approximately two hundred ten (210) feet northwest of the southernmost property corner of said TMS #25700-04-01; thence terminating.

Also, a 6" water line beginning at a 12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, two hundred twenty-eight and four tenths (228.4) feet northwest of the northern property corner of Richland County TMS #25700-03-03, n/f Gracelife Church; thence extending therefrom in a northeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road and said TMS #25700-04-01, for a distance of seventeen (17) feet to a 6"x6" tee and 6" valve and 6" solid sleeve and tie to an existing 6" City of Columbia water line (Animal Diagnostic Laboratory Building; CF

#187-14D), located in the outer perimeter of the northeast right-of-way of Clemson Road, two hundred thirty-eight and one tenth (238.1) feet northwest of the northern property corner of said TMS #25700-03-03; thence terminating.

Also, an 8" water line beginning at a 12"x8" tapping sleeve and 8" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, two hundred fifty-five and two tenths (255.2) feet southeast of the western property corner of Richland County TMS #25700-04-01, n/f Clemson University; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of eighty-four and eight tenths (84.8) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, fifteen and three tenths (15.3) feet southeast of the northern property corner of Richland County TMS #25700-03-02, n/f Gracelife Church; thence turning and extending therefrom in a westerly direction crossing the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of six tenths (0.6) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, thirteen and six tenths (13.6) feet southeast of the northern property corner of said TMS #25700-03-02; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road and generally parallel to said TMS #25700-03-02, for a distance of two and six tenths (2.6) feet to an 8"x8" tapping sleeve and 8" valve and tie to an existing 8" City of Columbia water line (Escue Warehouse Company; CF #187-14A), located in the outer perimeter of the southwestern right-of-way of Clemson Road, eight and eight tenths (8.8) feet southeast of the northern property corner of said TMS #25700-03-02; thence terminating.

Also, a 12" water line beginning at a 12"x12" tee and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, seventy-four and five tenths (74.5) feet northwest of the western property corner of Richland County TMS #25700-04-01, n/f Clemson University; thence extending therefrom in a northeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of three and nine tenths (3.9) feet to a 45° bend, located in the outer perimeter of the northeastern right-of-way of Clemson Road, seventy-three and three tenths (73.3) feet northwest of the western property corner of said TMS #25700-04-01; thence turning and extending therefrom in a northerly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of eight tenths (0.8) feet to a 12"x12" tapping sleeve and 12" valve and tie to an existing 12" City of Columbia water line (Brown Motor Works; CF #320-17), located in the outer perimeter of the northeastern right-of-way of Clemson Road, seventy-five and nine tenths (75.9) feet northwest of the western property corner of said TMS #25700-04-01; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road one hundred two and five tenths (102.5) feet northeast of the easternmost property corner of Richland County TMS #25700-03-07, n/f 330 Main Equities, LLC et.al.; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of ninety and eight tenths (90.8) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, eight and six tenths (8.6) feet northeast of the easternmost property corner of said TMS #25700-03-07; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of thirteen and three tenths (13.3) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, twenty and four tenths (20.4) feet northwest of the easternmost property corner of said TMS #25700-03-07; thence turning and extending therefrom in a northeasterly direction crossing the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of three (3) feet to a 6"x6" tapping sleeve and 6" valve and tie to an existing 6" City of Columbia water line (Forum

Development II; CF #276-07A), located in the outer perimeter of the southwestern right-of-way of Clemson Road, twenty-four and one tenth (24.1) feet northwest of the easternmost property corner of said TMS #25700-03-07; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred fifty-three and one tenth (153.1) feet southwest of the westernmost property corner of Richland County TMS #25700-04-03, n/f P. Keith Huggins Investments, LLC; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of seventy-three and eight tenths (73.8) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, two hundred thirty-four (234) feet southwest of the westernmost property corner of said TMS #25700-04-03; thence turning and extending therefrom in a westerly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of five and one tenth (5.1) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, two hundred thirty-eight and seven tenths (238.7) feet southwest of the westernmost property corner of said TMS #25700-04-03; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of ten (10) feet to a 6"x6" tapping sleeve and 6" valve and tie to an existing 6" City of Columbia water line (Forum Development II; CF #276-07A), two hundred forty and five tenths (240.5) feet southwest of the westernmost property corner of said TMS #25700-04-03; thence terminating.

Also, an 8" water line beginning at a 12"x12"x8" tee and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, twenty and six tenths (20.6) feet south of the southeasternmost property corner of Richland County TMS #25800-04-15, n/f Holley; thence extending therefrom in a northeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of eight and nine tenths (8.9) feet to a 45° bend, located in the outer perimeter of the northeastern right-of-way of Clemson Road, eleven and five tenths (11.5) feet southeast of the southeasternmost property corner of said TMS #25800-04-15; thence turning and extending therefrom in an easterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of one and nine tenths (1.9) feet to joined 45° and 11.25° bends, located in the outer perimeter of the northeastern right-of-way of Clemson Road, twelve and five tenths (12.5) feet southeast of the southeasternmost property corner of said TMS #25800-04-15; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the northeastern right-of-way of Clemson Road, for a distance of seven and two tenths (7.2) feet to an 8"x8" tapping sleeve and 8" valve and tie to an existing 8" City of Columbia water line (Richland Northeast Industrial Park; CF #187-14B), located in the outer perimeter of the northeastern right-of-way of Clemson Road, twenty-one and nine tenths (21.9) feet southeast of the southeasternmost property corner of said TMS #25800-04-15; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road one hundred thirty-two and nine tenths (132.9) feet northeast of the eastern property corner of Richland County TMS #25800-07-09, n/f Hancock Clemson, LLC; thence extending therefrom in a southwesterly direction crossing Clemson Road, for a distance of eighty-nine and five tenths (89.5) feet to a fire hydrant, located in the outer perimeter of the southwestern right-of-way of Clemson Road, ninety and seven tenths (90.7) feet southeast of the eastern property corner of said TMS #25800-07-09; thence terminating.

Also, a 6" water line beginning at a 12"x12"x6" tee and 6" valve and tie to the aforescribed 12" water line located in the outer perimeter of the northeastern right-of-way of Clemson Road, one hundred seventy-six and four tenths (176.4) feet north of the northwestern property corner of Richland County TMS #25800-07-09, n/f Hancock Clemson, LLC; thence extending therefrom in a southwesterly direction along Clemson Road, for a distance of ninety and two tenths (90.2) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred thirty-seven and nine tenths (137.9) feet northwest of the northwestern property corner of said TMS #25800-07-09; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Clemson Road, for a distance of twenty-one (21) feet to a 6"x6" tapping sleeve and valve and tie to an existing 6" City of Columbia water line (EPC Clemson Rd; CF #312-24), located in the outer perimeter of the southwestern right-of-way of Clemson Road, one hundred sixty and seven tenths (160.7) feet northwest of the northernmost building corner on said TMS #25800-07-09; thence terminating.

Be all measurements a little more or less.

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

These water lines are more clearly delineated on a set of record drawings for Clemson Road Widening 12" Water Line Relocation, in Richland County and near the City of Columbia, South Carolina, dated May 5, 2020, last revised May 21, 2020, prepared for Richland County, prepared by Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of SC, Ryan Todd Carwell, S.C.P.E. 34442, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #346-15.

HMG

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

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

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

WITNESS the hand and seal of the Grantor by the undersigned this _____ day _____, 2020.

WITNESSES:

RICHLAND COUNTY

(1ST Witness Signature)

By: _____

Name: _____

(2nd Witness Signature)

Title: _____

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____
(Name & Title of Officer)

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

Notary Public for the State of _____
(State)

My Commission Expires: _____
(Date)

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Deed to Water Lines for Clemson Road Windening with Richland County as Grantor and the City of Columbia, as Grantee this ____ day of _____, 2020.

State Bar Number: _____

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

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA
FOR CLEMSON ROAD WIDENING 12” WATER LINE RELOCATION;
RICHLAND COUNTY TMS#s 25700 AND 25800 (PORTION).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO THE CITY OF COLUMBIA FOR CLEMSON ROAD WIDENING 12” WATER LINE RELOCATION; RICHLAND COUNTY TMS#s 25700 AND 25800 (PORTION); CF#346-15, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of _____, 2020.

Interim Clerk of Council

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

CARES Act Funding

Coronavirus Relief Fund (CRF)

**Putting the Pieces of
the Puzzle Together**

Agenda

- **Identify the Components of the CARES Act Directly Impacting Richland County**
- **Describe the Coronavirus Relief Fund (CRF)**
- **Describe what the State is Doing**
- **CARES Act Eligibility Requirements**
- **Obvious Concerns**
- **Key Dates**
- **Questions & Discussion**

CARES Act Funding

CARES Act Funding Pass-through Entities

FEMA

HUD

HHS

DOJ

Treasury

Current or Planned Implementing Programs

COVID-19 PA

CDBG-CV

Provider Relief Fund

CESF

State of South Carolina

CRF

IN PROCESS
Submission follows modified Public Assistance process. 1st round of PA Project Applications will be submitted to FEMA/SCEMD by 08-15-2020.

PARTIALLY AVAILABLE
County has received initial allocation of \$957,993. Awaiting Federal Register to be released for instructions on how to access additional funding.

APPLIED FOR
EMS has received \$350,648.91 in grant funding. Richland County providers have received \$68,930,470.

APPLIED FOR
Sheriff's Office has applied and received \$487,360 in grant funding. Coroner's Office is in the application process for this grant.

IN PROCESS
SC has developed their program. It is different than we expected in that the County is NOT getting a direct allocation, unlike Greenville County which received \$91.3M.

Regarding CRF Distribution, this is What the Federal Government Said

The CARES Act provided \$1,996,468,642.30 to the State of South Carolina for disbursement to local governments. The County is currently waiting on the information to be released from the Department of Administration as well as the County's allocation.

Per Coronavirus Relief Fund Frequently Asked Questions Updated as June 24, 2020, page 7:
"Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?"

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45% of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less."

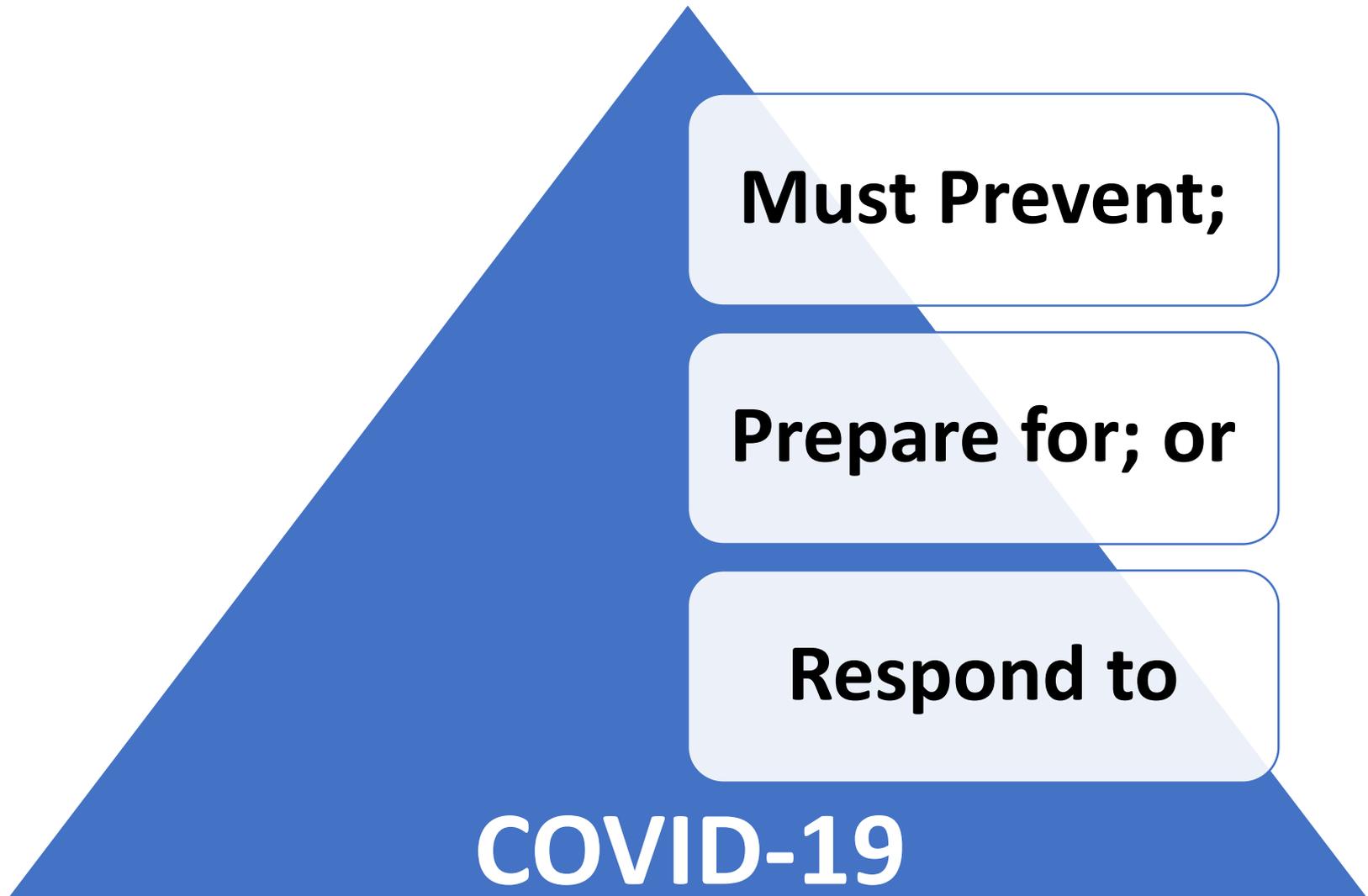
What the State is Doing

- **The CARES Act provided \$1,996,468,642.30 to the State of South Carolina for disbursement to local governments. The CRF will be administered by the SC Department of Administration (DOA).**
- **On June 25th, the General Assembly enacted a joint resolution (Act 142) to authorize expenditures of the first \$1.3B of the CRF.**
- **Phase I provides reimbursement of expenditures incurred March 1, 2020 through June 30, 2020 that were necessary for the response to the COVID-19 public health emergency.**
- **Expenses for July 1 forward will be considered by the General Assembly at a later date.**

How the State Decided to Distribute the \$1.3B

- **Unemployment Trust Fund - \$500M**
- **State and Local Government Expenditures - \$270M**
- **State Department of Education - \$222.7M**
- **Hospital Relief Fund - \$125M**
- **Broadband - \$50M**
- **Statewide Testing & Monitoring - \$42.4M**
- **PPE Stockpile & Supply Chain Plan - \$16.8M**

Generally, what activities are eligible for CARES Act Funding?



Three Primary Criteria that **MUST** be Met for an Expense to be Eligible

- **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);**
- **Were NOT accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and**
- **Were incurred during the period that begins March 1, 2020 and ends on December 30, 2020.**

Specifically, what is eligible?

- **There are 6 potential categories to apply:**
 - **Medical Expenses**
 - **Public Health Expenses**
 - **Payroll Expenses**
 - **Compliance Expenses**
 - **Economic Expenses**
 - **Other COVID-19 Related Expenses**

How to Choose between FEMA PA & CRF?

- **To maximize available funds for the State, the County MUST submit FEMA PA eligible expenses to EMD**
- **EMD will pay the approved federal and non-federal (local match) shares on payment as they are processed through the FEMA PA program for Phase I expenses**
- **IF DOA determines an expense submitted through CRF is FEMA PA eligible, it will be returned to the County to be submitted in the FEMA PA program**
- **Activities not eligible under FEMA PA should be prioritized when submitting to the CRF SC Cares Salesforce platform.**

Examples

Activities to submit to CRF

- Public telemedicine capabilities (labor will be FEMA PA)
- Medical supply acquisition and distribution for non-emergency protective measures
- Public safety measures related to reopening of public spaces/facilities
- COVID dedicated payroll expenses (regular time, items such as hazard pay/premium pays that are not in pre-disaster policies)
- Distance learning
- Telework capability improvement
- Provide paid sick and medical leave
- Care of homeless populations
- Provision of grants to small businesses
- Government payroll support program
- Unemployment insurance costs

Activities to submit to FEMA PA

- Public medical facility expenses
- Establishing temporary medical facilities
- Testing
- Emergency medical response
- Communication and enforcement
- Medical supply acquisition and distribution
- Disinfection of public areas
- Technical assistance
- Public safety measures
- Quarantining
- COVID Payroll Expenses (primarily overtime only, and must be in alignment with pre-disaster pay policies)
- Food delivery to vulnerable populations to enable compliance with COVID-19 public health precautions
- Maintaining prisons and jails

Obvious Concerns

- **Under the State’s distribution model, we do not see how the State’s approach “will ensure equitable treatment among local governments of all sizes.”**
- **A pot of \$270M is all the County can compete with against all the other counties of the State AND the State itself. The State makes all the final decisions of who gets what out of that pot of money. The remainder of the \$1.6B is completely under the control of the State.**
 - **Again, Greenville County has already received a direct allocation of \$91.3M from the Federal Treasury Department.**
- **Based on the Federal formula contained in their June 24th FAQ, Richland County should have received a direct allocation of @\$77M.**
- **Furthermore, there is no assurance from the State that any costs not paid for by the County by June 30, 2020 will ever be even considered for reimbursement (no guarantee of a Phase 2).**
- **Furthermore, small businesses were amongst the hardest hit due to mandatory shutdown. Our initial high level swag is the impact in Richland County is @\$40-60M of eligible small business losses. Unless the County had been willing to pay upfront this huge sum in grant money AND had paid all the grant awards by June 30, 2020, there would still be no guarantee the County would be reimbursed by the State because the State decides who gets what money from the \$270M pot.**

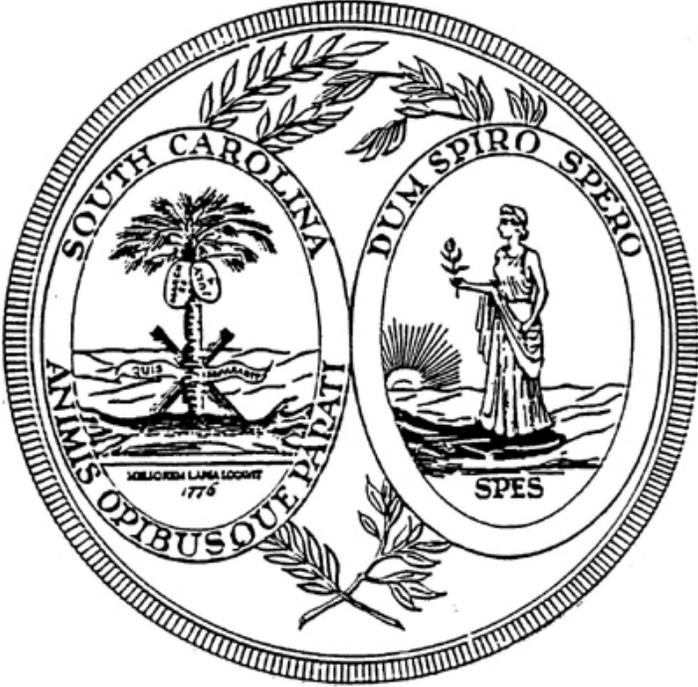
Key Dates and To Dos

- **Phase I of the State CRF program covers expenditures between March 1, 2020 to June 30, 2020.**
- **Phase I submission is due August 15, 2020.**
- **For the State to cover the FEMA PA 25% local match, the County's FEMA PA submissions MUST be submitted also by August 15, 2020. There is no guarantee funding for the local match will be available after Phase I.**
- **The State has asked each jurisdiction to submit a projection of eligible expenses covering to the remainder of the year (July 1, 2020 to December 30, 2020). This is also due August 15, 2020.**
- **No specific word on when Phase II will be due (or if there will be a Phase II). It is funding dependent and up to the General Assembly.**

In Closing

- Discussion
- Questions

SUBRECIPIENT AGREEMENT
FOR
CORONAVIRUS RELIEF FUNDS



Between
STATE OF SOUTH CAROLINA

And

Richland County
(Subrecipient)

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): Richland County
- Subrecipient's unique entity identifier (DUNS): _____
- Federal Award Identification Number (FAIN): _____
- Catalog of Federal Domestic Assistance (CFDA) Number: 21.019
- Federal Award Date: March 27, 2020
- Subaward Period of Performance Start and End Date: March 1, 2020 through December 30, 2020
- Amount of Federal Funds Obligated by this Agreement: TBD
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: TBD
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: TBD
- Federal Award Program Description:

The State of South Carolina has received funds pursuant to the CARES Act. The CARES Act established the Coronavirus Relief Fund (CRF) and the State of South Carolina received an allocation of funds from the CRF under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. The State of South Carolina has elected to distribute funding from the CRF to eligible subrecipients. Subrecipients may include, but are not limited to state agencies, municipalities, counties, higher education institutions, technical colleges, hospitals, and special purpose districts within the State of South Carolina. Subrecipients may request reimbursement for expenditures made as a result of COVID-19 pursuant to the procedures defined in this Agreement or subsequently defined in program policies and procedures or guidance issued by the State. Requests will be reviewed by the State of South Carolina for eligibility before reimbursements are issued.

- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: State of South Carolina
- Contact Information for pass-through entity:
 - Name: Gaines, Brian
 - Phone: 803-734-2280
 - Email: sccares@admin.sc.gov
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable to the Coronavirus Relief Fund

THIS AGREEMENT entered this 17 day of July, 2020 by and between the State of South Carolina, (herein called

the “Grantee”) and Richland County (herein called the “Subrecipient”). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties”.

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27th, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (CRF) and the State of South Carolina received an allocation of funds from the Coronavirus Relief Fund under section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID–19; (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, in order to provide funds for the Subrecipient to pay necessary expenditures it has or will incur due to the COVID-19 public health emergency, the Parties have agreed that the State of South Carolina shall provide reimbursements for eligible expenses as described herein to Subrecipient.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

A. Initial Agreement Term

This Agreement shall become effective on the 17 day of July, 2020 and end on the 30th day of December, 2020.

B. Renewal Terms

1. Written Renewal. This Agreement may only be renewed by action evidenced in writing and executed by both Parties.
2. Renewal Terms. Contingent upon extensions for the expenditure of CRF provided by the Department of Treasury, this Agreement may be renewed at the end of the Initial Term, as evidenced by written approval of both Parties, for up to two (2) additional terms of six (6) months. The exercise of the option to renew under this provision shall be with the understanding that all terms and conditions remain in full force and effect unless this Agreement is specifically amended.

II. ACTIVITIES & ELIGIBLE EXPENSES

A. Activities

The Subrecipient will be responsible for administering all COVID-19 response activities on its own behalf and in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Allowable activities must be directly tied to response and recovery activities related to COVID-19 and must be allowable pursuant to the Coronavirus Relief Fund requirements. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Subrecipient.

B. Eligible Expenses

The State of South Carolina will only reimburse Subrecipient for eligible expenses. The State of South Carolina

will not reimburse for costs incurred for any purpose other than those specified in this Agreement as eligible expenses. Failure to comply with provisions of this Agreement, or failure to perform activities as specified in this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. 200, including but not limited to costs being disallowed, withholding of federal funds, and/or termination of the Agreement.

Eligible expenses will be dependent on the federal funding source, and shall be contingent on approval from the State of South Carolina. Eligible Expenses are listed under Attachment A.

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile, email, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee Name: Gaines, Brian

Phone Number: 803-734-2280

Email: sccares@admin.sc.gov

Subrecipient Name: Richland County

Phone Number:

Email: brown.leonardo@richlandcountysc.gov

IV. REPORTING & PAYMENT PROCEDURES

- A. This is a cost-reimbursement Agreement, subject to the availability of funds.
- B. Grantee will reimburse the Subrecipient only for Eligible Expenses.
- C. Eligible Expenses are listed in Attachment A – Eligible Expenses.
- D. Grantee will review any request for reimbursement by comparing the documentation provided by the Subrecipient against the allowable costs outlined in this Agreement and pursuant to the federal funding agency requirements.
- E. By signing this agreement, Subrecipient agrees to provide any reporting that the Grantee determines is required, including but not limited to projected expense reporting from July 2020 through December 2020 due by August 15, 2020.

V. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with CRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of South Carolina and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Fund payments made by Grantee to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:

- Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- Fund payments are subject to Subpart F regarding audit requirements.
- NOTE: The CRF is not subject to the regulations pursuant to 2 C.F.R. 200.318-326.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Hold Harmless

Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the State of South Carolina, its officers, agents and employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or

in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement.

E. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by Grantee to provide the funding under this Agreement.

Subrecipient shall promptly notify Grantee, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement. Subrecipient further certifies that Subrecipient has disclosed to Grantee all insurance proceeds and other funds received from governmental sources.

F. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employee involved in the performance of this Agreement.

G. Insurance

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

H. Grantee Recognition

Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

J. Suspension or Termination

Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms

of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

K. No Obligation by Federal Government

The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance to a recipient are not a party to any transaction between the recipient and or its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance are not subject to any obligations or liable to any party for any matter relating to a contract.

L. Compliance with Federal Law, Regulations, and Executive Orders

Subrecipient, contractors, and subcontractors are required to comply with all Federal laws, regulations, executive orders, applicable Federal agency policies, procedures and directives.

M. Program Fraud & False or Fraudulent Statements or Related Acts

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

N. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.

B. Duplication of Benefits; Subrogation

To maximize the benefit of all funds received by the state of South Carolina, all state agencies, higher education institutions, and local government entities shall be directed to coordinate expenditure reimbursements through and in consultation with the Department of Administration and the third-party grants administrator. State entities, including institutions of higher education, shall submit to the Executive Budget Office (EBO) a detailed budget plan for any funding received related to COVID-19, regardless of the source. Additionally, all entities, including local governments and hospitals/medical providers, shall submit to the EBO information sufficient to identify other COVID-19 related funding they are receiving, regardless of the source, and provide a detailed account of how the funding is being used.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). The Subrecipient shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

If the Subrecipient receives duplicate benefits from another source for projects related to this disaster, the Subrecipient must refund the benefits provided by the Grantee to the Grantee. The Grantee may also recover the amount to be repaid, or any part thereof, by deductions from any Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding which were to be paid to Subrecipient.

Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.

Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement ("Duplication of Benefits Certification"), in the form attached hereto as Attachment B. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient's obligation to promptly notify the Grantee of any insurance proceeds or other disaster assistance received.

C. Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), the State of South Carolina, appropriate state agencies as designed by the State of South Carolina, or any of their authorized representatives, shall have the right of access to any records, documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained.

All recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors must

acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

D. Record Retention

Recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement to show compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. Recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors must give the State of South Carolina, or any of its authorized representatives access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable regulations and other applicable laws or program guidance.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

H. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

I. Monitoring & Compliance

Grantee shall monitor the activities of Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of Subrecipient shall include:

1. Reviewing financial and performance reports required as required by Grantee.
2. Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from Grantee detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the Federal award provided to Subrecipient from Grantee as required by 2 C.F.R. 200.521 Management decision.

Depending upon Grantee's assessment of risk posed by Subrecipient, the following monitoring tools may be used by Grantee to ensure proper accountability and compliance with program requirements and achievement of performance goals:

1. Providing subrecipients with training and technical assistance on program-related matters; and
2. Performing on-site reviews of Subrecipient's program operations;
3. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. 200.425(c) Audit services.

Grantee shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. 200.501 Audit requirements.

Grantee may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations.

J. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures in 2 C.F.R. 200.343. Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

K. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Subrecipients that expend \$750,000 or more in total federal assistance (all programs) in a single year must have an audit conducted in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall have an annual audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 C.F.R. 200 Subpart F – Audit Requirements. Subrecipient may be required to submit a copy of that audit to the Grantee in accordance with the Uniform Guidance. This may be provided to Grantee by email at sccares@admin.sc.gov.

L. Reporting & Payment Procedures

1. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee.

2. Payment Procedures

Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

Subrecipients should maintain a financial file with copies of back-up documentation for all paid eligible expenditures made by the Subrecipient during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by Grantee.

- a. Subrecipient must accurately track all costs related to COVID-19.
- b. Subrecipient must track COVID costs within their systems for the purpose of requesting reimbursement. Subrecipient must provide any reporting that the State determines is required. Expenditures related to COVID must be reported to Grantee upon request.
- c. Requests for reimbursement from the Coronavirus Relief Fund should include only paid expenditures. Purchase Orders that have been established but not paid will not be reimbursed until after the expenditure is complete.
- d. Expenses that are covered by insurance, reimbursed by other federal programs, or that were already included in the FY-2020 budget prior to March 1, 2020 are not eligible.
- e. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency are not eligible.
- f. Requests for reimbursement must be submitted in the Salesforce grants management platform as designated by the Grantee. All fields should be completed.
- g. All reimbursement requests will go through an approval process and funds will be reimbursed up to 100% depending on the total amount of claims and the funds available. A reimbursement of 100% is not guaranteed. Any requests for \$250,000 or more may go through additional review and action.
- h. Deadlines – Subrecipient is required to submit periodic invoices to Grantee for reimbursement.
 - i. Subrecipient may submit a maximum of one (1) request per month on a rolling basis through 8/15/2020 for the first round of CRF funding. The first round of funding may encompass expenses incurred through 6/30/2020.
 - ii. If the General Assembly allocates additional funding, additional communication will be provided by the Grantee defining the request process and deadlines.
- i. Subrecipient shall be required to document all equipment purchases, as well as maintain inventory

of all assets acquired with use of CRF.

- i. Subrecipient shall be required to provide documentation to the State regarding inventory, assets, and disposition activities upon request.
- j. Each subsequent request should not be cumulative and should not repeat any expenditure previously requested.
- k. Expenditures from a prior month for which reimbursement was never requested may be included in a future month's request.
- l. All requests are subject to audit and additional documentation must be provided upon request.

3. Progress Reports

The Subrecipient must submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Grantee may require the Subrecipient to provide Grantee with quarterly status reports.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

B. Conflict of Interest

Subrecipient must comply with applicable provisions of Title 8, Chapter 13 of the South Carolina Code of Laws, known as the State Ethics Act. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VIII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Attachment A – Eligible Expenses
- Attachment B – Duplication of Benefits Certification

IX. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

X. WAIVER

Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to

subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XII. ELECTRONIC SIGNATURE

In the event that the State of South Carolina shall execute this Agreement by the use of an electronic signature, such electronic signature shall create a valid and binding obligation by the State of South Carolina.

XIII. EXECUTORY CLAUSE

This Agreement is subject to availability of Federal assistance under the CARES Act Coronavirus Relief Funds. The State of South Carolina shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Subrecipient beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the State of South Carolina from the Federal Government.

XIV. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the of Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Grantee.

Copies of this Agreement may be obtained through the grants management software platform.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signed: _____

Chief Executive Officer or equivalent

Printed Name: _____

Title: _____

Date: _____

Signed: _____

Chair of Governing Board, if applicable

Printed Name: _____

Title: _____

Date: _____

STATE OF SOUTH CAROLINA

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A – ELIGIBLE EXPENSES

Eligible expenses are subject to approval by the State of South Carolina and are contingent on allowability under the respective funding sources. Eligible expenses are those incurred for response and recovery activities as a result of the COVID-19 emergency. The State of South Carolina will review all expenses submitted for reimbursement. Reimbursement shall only be made for eligible expenses that are directly tied to response and recovery activities related to COVID-19. Expenses must be allowable pursuant to the CRF and Department of Treasury requirements. Expenses listed below is nonexclusive, and additional Federal funding sources may include additional eligible expenses.

Eligible Coronavirus Relief Fund (CRF) Expenses

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

- Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Eligible expenditures include, but are not limited to, payment for:

- Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
- Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
- Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency.

- Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
- Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

ATTACHMENT B – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient’s receipt of funds or the commitment of funds by the Grantee (collectively, the “Grant Proceeds”), Subrecipient hereby assigns to Grantee all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of the reimbursement costs to the extent such reimbursements paid or to be paid by the Grantee to the Subrecipient under the CARES Act Coronavirus Relief Funds , and that are determined in the sole discretion of Grantee or Federal awarding agency, to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds that would result in a DOB, Subrecipient agrees to immediately notify the Grantee. The Grantee will make a determination if such additional amounts constitute a DOB. Grantee may also notify the Federal awarding agency of such additional amounts. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantee.

Subrecipient agrees to assist and cooperate with the Grantee in recouping DOB Proceeds, which may include, but are not limited to, providing additional documentation, giving depositions, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the Grantee. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by the Grantee, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantee, to the extent of the Proceeds paid to Subrecipient under the Program, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantee to consummate and make effective the purposes of this Agreement.

If Subrecipient hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to the Grantee, if Subrecipient received Proceeds in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient’s award. Once the Grantee has recovered an amount equal to the DOB Proceeds paid to Subrecipient, the Grantee will reassign to Subrecipient any rights assigned to the Grantee pursuant to this Agreement.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

Subrecipient: Richland County

Signed: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

From: noreply@salesforce.com on behalf of [Brian Gaines](#)
To: [LEONARDO BROWN](#); [Paul Livingston](#)
Subject: Subrecipient Agreement Amendment
Date: Friday, July 24, 2020 2:21:00 PM
Attachments: [AMENDMENT BY GRANTEE TO SUBRECIPIENT AGREEMENT 072320.pdf](#)

Since recently making the Subrecipient Agreement For Coronavirus Relief Funds (“the Subrecipient Agreement”) available to subrecipients, the Department of Administration has received several inquiries from governmental entities concerning the “Hold Harmless” and “Indemnity” clauses in Section V of the agreement.

The Department of Administration has determined that, with respect to subrecipients that are governmental entities, it is appropriate at this time to amend the Subrecipient Agreements to remove both the “Hold Harmless” and “Indemnity” clauses. This Amendment is being issued pursuant to Section V.I of the Subrecipient Agreement, which authorizes the Department, in its discretion, to make certain changes to the Agreement “to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons.” The Amendment is applicable to all governmental subrecipients, including those who have already signed and returned a Subrecipient Agreement, as well as those who have not yet done so. This Amendment is immediately effective and does not require signature and execution by subrecipients.

Except for the removal of the “Hold Harmless” and “Indemnity” clauses, there are no other changes being made in this Amendment. Additionally, please note that this Amendment does not apply to non-governmental subrecipients.

To view the Amendment, please click on the link below.

Thank you,
South Carolina Department of Administration

**AMENDMENT BY GRANTEE TO
THE SUBRECIPIENT AGREEMENT FOR
CORONAVIRUS RELIEF FUNDS**

Pursuant to Section V.I of the Subrecipient Agreement For Coronavirus Relief Funds (“Subrecipient Agreement”), the Grantee amends the Subrecipient Agreements of those Subrecipients that are governmental entities (state agencies, institutions of higher learning, including technical colleges, counties, municipalities, special purpose districts, and public hospitals) as follows:

Section V.C “Hold Harmless” is hereby deleted in its entirety. Section V.D “Indemnity” is also hereby deleted in its entirety.

This Amendment does not apply to non-governmental Subrecipients.

Except for the deletion of Sections V.C and V.D as described in this Amendment, the Subrecipient Agreement of each governmental Subrecipient is otherwise unaffected and shall continue in full force and effect in accordance with its terms. This Amendment in no way alters or diminishes each Subrecipient’s existing contractual and legal responsibility to promptly repay funds if costs are disallowed by federal law or determined unallowable pursuant to a federal audit.

This Amendment is made by the Grantee this _____ day of July 2020.

STATE OF SOUTH CAROLINA

Signed: 
Its Duly Authorized Agent

Printed Name: Brian J. Gaines

Title: Director, Executive Budget Office