



## **Richland County Council**

### **Regular Session December 06, 2016 - 6:00 PM Council Chambers**

#### **Call to Order**

- 1** The Honorable Torrey Rush

#### **Invocation**

- 2** The Honorable Greg Pearce

#### **Pledge of Allegiance**

- 3** The Honorable Greg Pearce

#### **Presentation**

- 4** a. Director's Customer Service Competition Recognition/Award Presentation

#### **Approval of Minutes**

- 5** Regular Session: November 15, 2016 [PAGES 7-15]

#### **Adoption of Agenda**

**6**

#### **Report of the Attorney for Executive Session Items**

- 7** a. Potential Contractual Matter: Palmetto Utilities, Inc.  
b. Pending Litigation Update: Richland County vs. SC Department of Revenue

#### **Citizen's Input**



## **Richland County Council**

- 8** For Items on the Agenda Not Requiring a Public Hearing

### **Report of the County Administrator**

### **Report of the Clerk of Council**

- 9** a. REMINDER: China Jushi Groundbreaking, December 8th, Pineview Industrial Park, 10:30 a.m.
- b. Council Farewell Drop-In, December 13th, 4th Floor Conference Room, 4:45 p.m.

### **Report of the Chair**

- 10** a. Personnel Matter

### **Open/Close Public Hearings**

- 11** a. In Support of the issuance by the South Carolina Jobs Economic Development Authority of its Economic Development Revenue Bonds (Green Midlands, LLC Project), in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$13,875,000
- b. Resolution approving the issuance of not to exceed \$72,000,000 of tax-exempt bonds to be issued by the Public Finance Authority to finance and refinance certain costs of various projects on behalf of the Foundation for Affordable Housing
- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator

### **Approval of Consent Items**

- 12** Support Services: Township Auditorium Safety Catwalk Upgrade [PAGES 16-18]

### **Third Reading Items**



## **Richland County Council**

- 13** An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters [PAGES 19-29]
- 14** An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator [PAGES 30-32]

### **Report of Administration & Finance Committee**

- 15** Council Motion: Motion to Approve Ordinance that Prohibits the Payment of Legal Fees and / or Financial Judgements Created by any Department and/or Agency that does not Directly Report Administratively to Richland County Government [PAGES 33-37]
- 16** Council Motion: Seed Funding for Commemorating Fort Jackson's 100th Birthday [PAGES 38-39]
- 17** Freedom of Information Act Policy Revision [PAGES 40-46]

### **Report of Rules & Appointments Committee**

#### **Notification of Appointments**

- 18** Planning Commission - 1 [PAGES 47-48]
  - a. Eric John Grant
- 19** Central Midlands Council of Governments (CMCOG) - 1 [PAGES 49-51]
  - a. E. W. Cromartie, II
- 20** Hospitality Tax - 3 (Two applicants must be from the Restaurant Industry; other position is at-large seat) [PAGES 52-55]
  - a. Micah Taylor Lybrand

### **Report of the Transportation Ad Hoc Committee**



## **Richland County Council**

- 21** a. North Main Street Widening Project: Construction contract award [PAGES 56-83]
- b. Shop Road Extension Phase I Project: Construction contract award [PAGES 84-87]

### **Other Items**

- 22** In Support of the issuance by the South Carolina Jobs Economic Development Authority of its Economic Development Revenue Bonds (Green Midlands, LLC Project), in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$13,875,000 [PAGES 88-92]
- 23** Resolution approving the issuance of not to exceed \$72,000,000 of tax-exempt bonds to be issued by the Public Finance Authority to finance and refinance certain costs of various projects on behalf of the Foundation for Affordable Housing [PAGES 93-96]
- 24** A Resolution to appoint and commission Jeffrey K. Osteen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 97]
- 25** A Resolution to appoint and commission Lou Dinkins as a Residential Building Inspector for the proper security, general welfare, and convenience of Richland County [PAGE 98]

### **Citizen's Input**

- 26** Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

- 27** a. Resolution supporting McEntire Joint National Guard Base's designation as the new home of the F-35 Program [JACKSON and MYERS]
- b. Resolution recognizing Stephanie Johnson as the 2017 Horace Mann Award of Teaching Excellence recipient [LIVINGSTON]
- c. Resolution recognizing January as Anti-Human Trafficking Month



## **Richland County Council**

[MANNING]

d. Move to direct the Administrator to review and propose a policy concerning the annual allocation and distribution of County funds to non-County entities for the consideration of County Council. This proposed policy can apply to the County's current promotional and community services-based funding initiatives, including the Hospitality Tax, Accommodations Tax and Discretionary grant programs. A key understanding of this motion is that the Administrator will prepare a proposed policy by mid-January 2017 so that Council has ample time to consider and adopt an eventual policy well in advance of Council budget deliberations and in time to inform the public of the eventual adopted policy. Further, this motion is based on the assumption that the vetting of the details of the proposed policy will proceed through the Administration & Finance Committee of County Council [RUSH, ROSE, and MYERS]

### **Adjournment**



## **Richland County Council**



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

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MEETING

November 15, 2016  
6:00 PM  
County Council Chambers

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

#### CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

#### INVOCATION

The Invocation was led by the Honorable Norman Jackson

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Norman Jackson

#### PRESENTATIONS

- a. **Justice 360: Mandy Medlock, Executive Director** – Ms. Medlock gave a brief overview of their program and invited Council and members of the audience to attend an event entitled “Grace, Justice and Mercy” with Bryan Stevenson on Thursday, November 17<sup>th</sup> at the Township Auditorium.
- b. **Catawba Trail Elementary School: Recognition of Councilwoman Julie-Ann Dixon** – Ms. Chanda Cooper and Mr. Quinton Epps presented Councilwoman Dixon with an award from Catawba Trail Elementary School for her support of conservation education.

#### PRESENTATION OF RESOLUTION

- a. **Resolution honoring SCE&G employee Greg Sinkler for assisting the citizens of Lower Richland during and after Hurricane Matthew [JACKSON]** – Mr. Jackson presented a resolution to Greg Sinkler honoring him for his assistance to the Lower Richland community during and after Hurricane Matthew,



#### Committee Members Present

Torrey Rush, Chair  
Greg Pearce, Vice Chair  
Joyce Dickerson  
Julie-Ann Dixon  
Norman Jackson  
Paul Livingston  
Bill Malinowski  
Jim Manning  
Dalhi Myers  
Seth Rose

#### Others Present:

Gerald Seals  
Kimberly Roberts  
Daniel Driggers  
Michelle Onley  
Tracy Hegler  
Jeff Ruble  
Quinton Epps  
Brandon Madden  
Larry Smith  
Brad Farrar  
Ismail Ozbek  
Dwight Hanna  
Beverly Harris  
Janelle Ellis  
Donald Woodward  
Brenda Parnell  
Kevin Bronson  
Chad Fosnight  
Chanda Cooper  
Pam Davis  
Rob Perry

### **APPROVAL OF MINUTES**

- a. Regular Session: November 1, 2016** – Mr. Pearce moved, seconded by Malinowski, to reconsider the following item: “Intergovernmental Agreement with the City of Columbia”. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as amended. The vote in favor was unanimous.

### **ADOPTION OF AGENDA**

Mr. Pearce requested that the “Intergovernmental Agreement with the City of Columbia” be added to the agenda under Other Items.

Mr. Rush requested the following amendments to the agenda: addition of the “Report of the DSS Ad Hoc Committee” and the addition under the Report of the Chair the “December 20<sup>th</sup> Wrap-Up Meeting”.

Mr. Manning requested to add Ms. Dixon’s name to the following motion: “Seed Funding for Commemorating Fort Jackson’s 100<sup>th</sup> Birthday”.

Mr. Malinowski stated there was not backup documentation regarding the item discussed at the DSS Ad Hoc Committee meeting included in the Council agenda for Council’s review.

Mr. Pearce moved, seconded by, to waive the rules to add the “Report of the DSS Ad Hoc Committee”. The vote was in favor.

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

### **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION**

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

- a. Sexually Oriented Business Ordinance**

### **CITIZENS’ INPUT (For Items on the Agenda Not Requiring a Public Hearing)**

No one signed up to speak.

### **REPORT OF THE COUNTY ADMINISTRATOR**

No report was given.

### REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Committees and Zoning Public Hearing – November 17<sup>th</sup>** – Ms. Onley reminded Council of the November 17<sup>th</sup> committee meetings and informed Council that the Zoning Public Hearing for November had been cancelled.
- b. **REMINDER: China Jushi Groundbreaking, Pineview Industrial Park, December 8<sup>th</sup>, 10:30 a.m.** – Ms. Onley reminded Council of the China Jushi Groundbreaking on December 8<sup>th</sup> at the Pineview Industrial Park.

### REPORT OF THE CHAIR

- a. **December 20<sup>th</sup> Wrap-Up Meeting** – Mr. Rush stated if there is a need for a wrap-up meeting on December 20<sup>th</sup> it will be held immediately following the Zoning Public Hearing. Ms. Onley is to send out a calendar invite to Council.

### OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing the deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS # 16911-03-09** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Six Hundred Forty-Six Thousand Four Hundred Twenty-Eight Dollars (\$646,428) to fund officer safety equipment and service agreement—body worn cameras** – Mr. John Hinks, Ms. Brenda McGriff, Mr. Perry Bradley, Elder Grady Burgess, Ms. Ethel Greene, and Mr. Jaehoon Choe spoke in favor of this item.
- **An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters** – No one signed up to speak.

### APPROVAL OF CONSENT ITEMS

- **An Ordinance Authorizing deed to the City of Columbia for certain water lines to serve the Decker Center; Richland County TMS # 16911-03-09 [THIRD READING]** – Mr. Manning moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.
- **16-028MA, Desta Nelson, RU to NC (1.68 Acres), 4000 Leesburg Road, 25000-01-04A(p) [THIRD READING]**
- **16-030MA, Arthur Bush, RU to OI (17 Acres), 424 Lee Road, 20300-02-45 [THIRD READING]**

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

### THIRD READING

**An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Six Hundred Forty-Six Thousand Four Hundred Twenty-Eight Dollars (\$646,428) to fund officer safety equipment and service agreement—body worn cameras** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

Mr. Pearce stated he is concerned about the wording of the motion since the contract is for five years, but the motion will only be providing funding for one year.

Mr. Farrar stated there are two issues here: contracting authority vs. funding. The motion before Council is to fund this item for the first year and take it up in future budget processes.

Deputy Chief Cowan stated the Sheriff's Department's request is for 5 years of funding for the equipment, the service agreement, and the personnel.

Mr. Smith stated the County has historically approved multi-year contracts by yearly renewing the contract for budgeting purposes.

Mr. Rose made a substitute motion, seconded by Mr. Jackson, to approve the Sheriff's Department's request and enter into the 5-year agreement, to be funded on an annual basis. The first year funding will be in the amount of \$646,428 with the amount of \$418,668 in years 2-5 to be approved on an annual basis. In addition, to approve the request of the Sheriff's Department for 2 positions in the amount of \$34,727 for the first year and in the amount of \$121,934 for years 2-5. The \$132,000 allocated by the State will be put forward to those funds.

Mr. Malinowski inquired when the contract will become effective.

Deputy Chief Cowan stated it will become effective immediately after approval.

Ms. Myers stated changing the numbers on Third Reading makes it a little confusing and would suggest approving the original motion.

Mr. Manning inquired if the personnel costs, as stated in the motion, took into account pay increases.

Mr. Rush inquired as to when the body cameras are activated.

Deputy Chief Cowan stated they will be activated when another camera is on, if a taser is drawn, and there are trigger points in the vehicle.

Mr. Seals stated the ordinance before Council does address personnel costs.

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<u>FOR</u>	<u>AGAINST</u>
Rose	Rush
Malinowski	Myers
Dixon	
Jackson	
Pearce	
Livingston	
Manning	

The vote was in favor.

**Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to [Project Alimex]; and other related matters** – Mr. Pearce moved, seconded by Mr. Jackson, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	

The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to change the uses of “Restaurants, Cafeterias” and “Restaurants, Full Service (Dine-In)”; from permitted to ones with special requirements; and to add a new use of “Restaurants, Limited Service (Dine-In)” with special requirements** – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	Manning
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	

The vote was in favor.

## SECOND READING

**An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters** – Mr. Livingston moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; so as to remove the division known as the Office of Small Business Opportunity from Procurement** – Ms. Dixon, seconded by Mr. Jackson, to approve this item.

Mr. Manning made a friendly amendment to change the title of the ordinance as follows: “An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator”.

The vote in favor was unanimous.

## REPORT OF RULES AND APPOINTMENTS COMMITTEE

### I. NOTIFICATION OF APPOINTMENTS

- a. **Airport Commission – 2 (One applicant must reside within one mile of the airport)** – Mr. Malinowski stated the committee recommended appointing Mr. Aurel Emerson Smith. The vote in favor was unanimous.
- b. **Richland Memorial Hospital Board of Trustees – 3** – Mr. Malinowski stated the committee recommended re-appointing Ms. Sandra P. Sims and Dr. C. Guy Castles, III and appointing Ms. Rosalyn Woodson Frierson. The vote in favor was unanimous.

### II. NOTIFICATION OF VACANCIES

- a. **Accommodations Tax – 3 (One applicant must have a background in the Cultural Industry; other 2 applicants must have a background in the Lodging Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- b. **Community Relations Council – 3 (Applicants will have fundraising responsibilities)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- c. **Hospitality Tax – 3 (Two applicants must be from the Restaurant Industry; other position is at-large seat)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.

- d. Internal Audit Committee – 1 (Applicant must be a CPA)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- e. Business Service Center Appeals Board – 2 (Applicants must be in Business Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- f. Board of Assessment Appeals – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- g. Planning Commission – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- h. Central Midlands Council of Governments (CMCOG) – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- i. Building Codes Board of Appeals – 1 (Applicant must be from the Architecture Industry)** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- j. Riverbanks Park Commission – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- k. Airport Commission – 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.

#### **REPORT OF THE DSS FACILITY AD HOC COMMITTEE**

**Recommendation for Design Services on the DSS Facility** – Mr. Rush stated the committee recommended approval of the contract with GMK Associates in the amount of \$175,700. The vote was in favor.

#### **CITIZENS' INPUT (Must Pertain to Items Not on the Agenda)**

Mr. Toney Forrester continued his “story” from the previous Council meetings.

#### **MOTION PERIOD**

- a. Seed Funding for Commemorating Fort Jackson’s 100<sup>th</sup> Birthday [MANNING]** – This item was referred to the A&F Committee.
- b. Intergovernmental Agreement with City of Columbia** – Mr. Pearce moved, seconded by Ms. Dickerson, to authorize staff to amend and execute the agreement with the City of Columbia and have them serve as a pass through for County funds and actively reflect the details of the project in regard to

funding appropriated for the dredging of Lake Katherine and accurately reflect the details of the project and who will be securing services and administering it. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dickerson, to reconsider this item. The motion for reconsideration failed.

- c. Legal Review of Airport Lease** -- I move that the Legal Department review the standard Hamilton-Owens Airport hangar lease to ensure that the County, which is the landlord under the lease, although it acts through its Fixed Base Operator (FBO), is properly protected.

**EXECUTIVE SESSION**

*Council went into Executive Session at approximately 7:43 p.m.  
and came out at approximately 8:58 p.m.*

- a. Sexually Oriented Business Ordinance** – No action was taken.

**ADJOURNMENT**

The meeting adjourned at approximately 9:00 PM.

\_\_\_\_\_  
Torrey Rush, Chair

\_\_\_\_\_  
Greg Pearce, Vice-Chair

\_\_\_\_\_  
Joyce Dickerson

\_\_\_\_\_  
Julie-Ann Dixon

\_\_\_\_\_  
Norman Jackson

\_\_\_\_\_  
Damon Jeter

\_\_\_\_\_  
Paul Livingston

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

**Richland County Council  
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Dalhi Myers

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Seth Rose

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

# Richland County Council Request of Action

**Subject:**

Support Services: Township Auditorium Safety Catwalk Upgrade

# Richland County Council Request of Action

**Subject:** Township Auditorium Safety Catwalk Upgrade

**A. Purpose**

Council is requested to approve the execution of a contract to upgrade the Township Auditorium maintenance catwalk safety system located in the attic of the facility.

**B. Background / Discussion**

The regular maintenance operation of the Township Auditorium, including plumbing, electrical and mechanical systems, are all addressed using a network of catwalks in the upper reaches of the Township. The catwalks are plywood walkways three feet wide and sixty feet (60') in the air, with no handrails. Harnesses and safety cables are used as a safety precaution for employees required to perform necessary building maintenance on the facility. However, these harnesses and cables at times impede the work being performed and they are designed to protect the employee after a fall occurs where the improvements to the catwalk are designed to prevent a fall.

The contract to upgrade the safety catwalk system will improve the existing walkways and add additional walkways to ensure we have coverage to the facilities infrastructure. Handrails with braces will be installed to address the urgent life-safety issues for our technicians and meet current OSHA standards. The system was designed by local engineering firm to ensure compliance with the safety standards, safe integration into the existing structural roofing system, and improve access to the facilities infrastructure such as electrical, HVAC, and plumbing.

A mandatory pre-bid meeting was held on site on 2/17/16 after the project was publicly advertised to ensure interested contractors understood the scope of work and the complexity of the project. A total of 8 different firms attended the required meeting.

Bid's for this project were received by procurement on 3/2/16. Listed below are the two contractors that responded:

Company	Bid Amount
AAA Utilities and Construction	\$180,000
Pyramid Contracting, LLC	\$239,250

Both bids exceeded the available funding allocated for this project in FY16. This is due to the complexity of the work environment, so this project had to be placed on hold until other funding could be identified. The design for this project was not typical either due to the dynamics of the work space. These funds were identified in the annual construction bond. AAA has agreed to hold their original bid submission through this approval process. Council is requested to approve the execution of the contract, in the amount of \$180,000, plus a 10% contingency amount of \$18,000, for a total approval amount of \$198,000, with AAA Utilities and Construction, who was the lowest qualified bidder. As with all contingencies, any request for a change order will be reviewed by the Project Manager and multiple layers of the Support

Services and Procurement department personnel to ensure the necessity and value of the request before any approvals are granted, denied, or other options suggested.

The County’s Support Services Department and the designing engineering firm have reviewed AAA Utilities and Construction bid and determined that the company is a qualified contractor to perform the entire scope as designed. They are located on Pineview Drive in Columbia, SC, and are actively licensed with the Department of Labor, Licensing, and Regulation as General Contractors-

The current bid for this project is \$180,000 plus a 10% contingency of \$18,000, for a total of \$198,000.

Funding Source	Amount
GL-1211993000 / JL-3182.530300 Township Maintenance Budget	\$143,610 – remaining funds after design and bid
GL-1337100000 / JL-13375114 Building Improvement	\$54,390

There are no additional funds requested for this project.

**C. Legislative / Chronological History**

The project was originally approved and funded through operating budget process. The amount of \$160,000 requested and approved during that cycle proved to be underestimated after the actual design was completed and bid.

**D. Alternatives**

1. Approve the request to execute the contract with AAA Utilities and Construction, greatly improving the work environment safety for county employees and contractors required to perform regular maintenance (reactive and preventative) in the facility attic where much of the facilities HVAC, Plumbing, and Lighting is located.
2. Do not approve the request to execute the contract and leave the existing catwalk and harness system in place as is.
3. Direct the Support Services Department to investigate other alternatives, although during this process we reviewed any idea that came to light for improving the life safety aspects of this work environment.

**E. Final Recommendation**

It is recommended by Support Services that Council authorize Approve the request to execute the contract with AAA Utilities and Construction, greatly improving the work environment safety for county employees and contractors required to perform regular maintenance (reactive and preventative) in the facility attic where much of the facilities HVAC, Plumbing, and Lighting is located.

## Richland County Council Request of Action

**Subject:**

An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters

First Reading:	November 1, 2016
Second Reading:	November 15, 2016
Third Reading:	December 6, 2016 {Tentative}
Public Hearing:	November 15, 2016

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE FIRST AMENDMENT OF THAT CERTAIN FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND SENSOR ELECTRONIC TECHNOLOGY, INC., RELATING TO, WITHOUT LIMITATION, EXTENSION OF THE COMPLETION DATE TO ALLOW FOR CONTINUING AND FURTHER INVESTMENT IN THE PROJECT AND OTHER RELATED MATTERS.**

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the "Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act); and

WHEREAS, through employment of the powers granted by the Act, the County is empowered to promote the economic and industrial development of the State of South Carolina (the "State") and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally by providing for the exemption of such project from property taxes and for the payment of a fee in lieu of property taxes (a "fee agreement," as defined in the Act); and

WHEREAS, Sensor Electronic Technology, Inc., a corporation organized and existing under the laws of the State of New York (the "Company"), operates a manufacturing facility located in the County (as defined in the Fee Agreement, as that term is defined below, the "Project"); and

WHEREAS, the County and the Company entered into that certain Fee Agreement, effective as of December 31, 2011 (the "Fee Agreement") by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$25 million (the "Minimum Investment Threshold") and create at least 150 full-time jobs (the "Minimum Jobs Threshold") at the Project by December 31, 2016 (the "Completion Date"); and

WHEREAS, as of the date hereof, the Company has invested at least \$7.3 million in the Project and created 40 full-time jobs; and

WHEREAS, the laws of the State of South Carolina and the Fee Agreement allow an extension of the Completion Date prior to the expiration of the initial five-year period in which to add further and additional investment to a project; and

WHEREAS, the Company continues to operate the Project under the Fee Agreement and has requested the County amend the Fee Agreement to authorize the reduction in the Minimum Investment Threshold, the elimination of the Minimum Jobs Threshold and the Special Source Revenue Credit (“SSRC”), and the extension of the Completion Date by one year to complete the investment in the Project (the “Completion Date Extension”, and collectively with the reduction in the Minimum Investment Threshold and the elimination of the Minimum Jobs Threshold and SSRC, the “Incentives”); and

WHEREAS, the County and the Company now desire to amend the Fee Agreement to memorialize such agreements; and

WHEREAS, all capitalized terms not specifically defined herein, shall have the meaning as defined in the Fee Agreement, and if not defined therein shall have the meaning as defined in the Act; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the First Amendment of Fee Agreement (the “Amendment”) by and between the County and the Company memorializing the Incentives; and

WHEREAS, the County desires to authorize the Incentives, and it appears that the Amendment now before this meeting is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Statutory Findings and Determinations. The County hereby finds and determines that the Incentives would directly and substantially benefit the general public welfare of the County by inducing the Company to make further investment in the County, thereby providing for the increase of the ad valorem tax base of the County, and service, employment or other public benefits not otherwise provided locally; that the Incentives gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Incentives, i.e., economic development, and addition to the tax base of the County, are proper governmental and public purposes; and the inducement of continued utilization of the Project which is located in the County and State are of paramount importance and the benefits of the Incentives will be greater than the costs; and

Section 2. Extension of the Completion Date. The Completion Date for investments under Sections 1.1, 3.2, 3.5, and 5.1(F) of the Fee Agreement shall be extended until December 31, 2017, pursuant to Section 12-44-30(13) of the Act, and all other sections of the Fee Agreement shall otherwise be revised to allow for such extension of the Completion Date.

Section 3. Reduction of the Minimum Investment Threshold. The Minimum Investment Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be reduced to \$12.5 million.

Section 4. Reduction of the Minimum Jobs Threshold. The Minimum Jobs Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be deleted in its entirety.

Section 5. Elimination of SSRC. The SSRC provided by the County to the Company under Section 6.10 of the Fee Agreement shall be deleted in its entirety.

Section 6. Approval of Amendment. The Amendment is approved as follows:

(a) The form, terms, and provisions of the Amendment presented to this meeting and filed with the Clerk to County Council (the "Clerk") are approved and all of the terms, provisions, and conditions of the Amendment are incorporated by reference. The Chairman of the County Council (the "Chairman") and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Amendment in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Amendment to be delivered to the Company.

(b) The Amendment to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Amendment. The County officials shall first consult counsel to the County (the "County Attorney") with respect to any changes to the Amendment. The execution of the Amendment by the County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Amendment now before this meeting.

(c) If under the Amendment or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (the "County Administrator") upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall first consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 7. Execution of Document. The Chairman, the County Administrator, and the Clerk are each authorized and directed to do all things reasonably necessary to effect the

execution and delivery of the Amendment and the County's performance of its obligations under the Amendment.

Section 8. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 9. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 10. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

[signatures on following page]

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair, Richland County Council

(SEAL)

Attest this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Deputy Clerk of Council, Richland County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: November 1, 2016  
Second Reading: November 15, 2016  
Public Hearing: November 15, 2016  
Third Reading: December 6, 2016

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )

I, the undersigned, Clerk to County Council of Richland County (“County Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on three separate days. At least one day passed between first and second reading and at least seven days between second and third reading. At each meeting, a quorum of the County Council was present and remained present throughout the meeting.

To the best of my knowledge, the County Council has not taken any action to repeal the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this \_\_\_\_day of\_\_\_\_\_, 2016.

\_\_\_\_\_  
Deputy Clerk of Council  
Richland County, South Carolina

## FIRST AMENDMENT OF FEE AGREEMENT

This First Amendment of Fee Agreement (the “Amendment”) is made and entered into as of \_\_\_\_\_, 2016 by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina and SENSOR ELECTRONIC TECHNOLOGY, INC. (the “Company”).

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, the Company operates a manufacturing facility located in the County (as defined in the Fee Agreement, the “Project”); and

WHEREAS, the County and Company executed and entered into that certain Fee Agreement effective as of December 31, 2011 (the “Fee Agreement”), a copy of which is attached hereto as Exhibit A, by which there was created a fee-in-lieu-of-tax arrangement with respect to real and personal property owned by the Company and located at the Project; and

WHEREAS, pursuant to the Fee Agreement, the Company committed to invest at least \$25 million (the “Minimum Investment Threshold”) and create at least 150 full-time jobs (the “Minimum Jobs Threshold”) at the Project by December 31, 2016 (the “Completion Date”); and

WHEREAS, the Company continues to operate the Project under the Fee Agreement and has requested the County to amend the Fee Agreement to authorize the reduction in the Minimum Investment Threshold, the elimination of the Minimum Jobs Threshold and the Special Source Revenue Credit (“SSRC”), and the extension of the Completion Date by one year to complete the investment in the Project; and

WHEREAS, the laws of the State of South Carolina and Section 8.10 of the Fee Agreement permit the parties to amend the Fee Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Company agree as follows:

1. Extension of the Completion Date. The Completion Date for investments under Sections 1.1, 3.2, 3.5, and 5.1(F) of the Fee Agreement shall be extended until December 31, 2017, pursuant to Section 12-44-30(13) of the Act, and all other sections of the Fee Agreement shall otherwise be revised to allow for such extension of the Completion Date.
2. Reduction of the Minimum Investment Threshold. The Minimum Investment Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be reduced to \$12.5 million.

3. Reduction of the Minimum Jobs Threshold. The Minimum Jobs Threshold in the Project required of the Company under Sections 3.5 and 5.1(F) of the Fee Agreement shall be deleted in its entirety.
4. Elimination of SSRC. The SSRC provided by the County to the Company under Section 6.10 of the Fee Agreement shall be deleted in its entirety.
5. County Expenses. The Company shall reimburse the County for reasonably and necessary expenses, including, reasonable and necessary attorneys' fees, related to reviewing and negotiation of the Amendment and related documents, in an amount not to exceed \$1,500. The Company shall reimburse the County no more than 30 days after receiving an invoice from the County, or its agents, in which the amount and the general nature of the expense is provided.
6. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this agreement shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the County has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Torrey Rush, Chairman, County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Clerk to County Council of Richland County,  
South Carolina

**SENSOR ELECTRONIC TECHNOLOGY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

Fee Agreement

## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to remove the division known as the Office of Small Business Opportunity from Procurement

FIRST READING:	November 1, 2016
SECOND READING:	November 15, 2016 {Tentative}
THIRD READING:	December 6, 2016 {Tentative}
PUBLIC HEARING:	December 6, 2016

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO MOVE THE DIVISION KNOWN AS THE OFFICE OF SMALL BUISNESS OPPORTUNITY FROM PROCUREMENT SO THAT THIS DIVISION DIRECTLY REPORTS TO THE COUNTY ADMINISTRATOR

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article III, Administrative Offices and Officers; Division 9, Office of Procurement; Section 2-153.5; is hereby deleted.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Business Enterprise Procurement Requirements; Section 2-639; General Provisions; sub-paragraph (c); is hereby amended by the addition of the following definition, which shall be placed in appropriate alphabetical order:

*Office of Small Business Opportunity.* The office which shall manage and administer the SLBE Program (see Section 2-639 et. seq.) and shall undertake other functions and duties as assigned by the county administrator or county council.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Business Enterprise Procurement Requirements; shall be amended by replacing each reference of the “director of procurement” to the “director of the Office of Small Business Opportunity.”

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

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

SECTION VI. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2016.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

First Reading:  
Second Reading:  
Third Reading:

Public Hearing:

DRAFT

## Richland County Council Request of Action

**Subject:**

Council Motion: Motion to Approve Ordinance that Prohibits the Payment of Legal Fees and / or Financial Judgements

## MOTION

### **Payment of legal fees or settlement amounts for entities not created by County ordinance or whose members are not appointed by Richland County**

Notwithstanding any other ordinance, Richland County shall not pay the legal fees incurred by any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. Further, Richland County shall not pay any legal judgments ordered against, or any settlement amounts proposed by or on behalf of any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. This ordinance only applies to boards, committees, commissions or similar entities, and does not apply to offices under the direction of County elected officials or offices under the direction of officials appointed by the Richland County Council or the Richland County Administrator.

## **Richland County Council Request of Action**

**Subject:** Council: Motion to Approve Ordinance that Prohibits the Payment of Legal Fees and / or Financial Judgements

### **A. Purpose**

Council is requested to consider a Council motion relative to the approval of an ordinance that prohibits the payment of legal fees and / or financial judgements created by any department and/or agency that does not directly report administratively to Richland County government.

### **B. Background / Discussion**

At the October 4, 2016 Council meeting, Councilmembers Pearce, Rose, Dixon, Dickerson, Myers and Malinowski brought forth the following motion:

“Move that County Administration and County Legal staff develop an Ordinance for Council consideration that prohibits the payment of legal fees and/or financial judgements created by any department and/or agency that does not directly report administratively to Richland County government (e.g., Voter Registration & Elections, Recreation)”

Pursuant to the directive outlined in the abovementioned motion, staff has attached an ordinance for Council’s consideration and action.

### **C. Legislative / Chronological History:**

- At the October 4, 2016 Council meeting, Councilmembers Pearce, Rose, Dixon, Dickerson, Myers and Malinowski brought forth the following motion:

“Move that County Administration and County Legal staff develop an Ordinance for Council consideration that prohibits the payment of legal fees and/or financial judgements created by any department and/or agency that does not directly report administratively to Richland County government (e.g., Voter Registration & Elections, Recreation)”

### **D. Alternatives:**

1. Consider the motion and approve the draft ordinance.
2. Consider the motion and do not approve the draft ordinance.

### **E. Final Recommendation:**

This item is being presented pursuant to the Council motion brought forth at October 4, 2016 Council meeting. Accordingly, staff has drafted an ordinance based on the directive outlined in that motion. Approval of this ordinance will provide staff with direction in the event that a public body that was created or established by any authority other than the governing body of Richland County and whose members are appointed by any authority

other than the governing body of Richland County requests the payment of legal fees and/or financial judgements from the County.

**DRAFT**

**Proposed Ordinance for Clarifying Richland County’s Role in Providing or Paying for Legal Services for Entities Not Created by and Whose Membership is Not Appointed by the Richland County Governing Body**

Notwithstanding any other ordinance, Richland County shall not provide legal representation nor funding for legal representation for any board, commission, committee or any other “public body” as defined by the South Carolina Freedom of Information Act as codified at the date of the adoption of this ordinance for a public body that 1) was created or established by any authority other than the governing body of Richland County and 2) whose members are appointed by any authority other than the governing body of Richland County.

# Richland County Council Request of Action

**Subject:**

Council Motion: Seed Funding for Commemorating Fort Jackson's 100th Birthday [PAGES ]

## Richland County Council Request of Action

**Subject:** Council Motion: Seed Funding for Commemorating Fort Jackson's 100<sup>th</sup> Birthday

### **A. Purpose**

Council is requested to consider a motion brought forth by Councilmembers Manning and Dixon at the November 15, 2016 County Council meeting regarding the provision of "seed" funding commemorating Fort Jackson's 100<sup>th</sup> birthday event.

### **B. Background / Discussion**

At the November 15, 2016 County Council meeting, Councilmember Manning brought forth the following motion:

"Seed Funding for Commemorating Fort Jackson's 100th Birthday"

The Gateway to the Army Association, per its website, is a South Carolina non-profit corporation established to encourage patriotism by facilitating honor and respect for the Army.

One of its projects is to honor Fort Jackson's centennial in 2017 by the funding and constructing a monument and park to provide a place where those connected to Fort Jackson and Fort Jackson's friends, amongst other events, can congregate; conduct graduations, retirements and awards ceremonies, while honoring and appreciating what Fort Jackson does and has done since its inception in 1917.

Per the Council motion, Council is requested to contribute funding to the Gateway to the Army Association for purpose as described above.

The County's Hospitality Tax fund balance would be an available funding source.

### **C. Legislative / Chronological History**

November 15, 2016 – Council motion: "Seed Funding for Commemorating Fort Jackson's 100th Birthday"

### **D. Alternatives**

1. Consider the Council motion and proceed accordingly.
2. Consider the Council motion and do not proceed accordingly.

### **E. Final Recommendation**

The decision to funding the commemoration of Fort Jackson's centennial is ultimately a funding decision for County Council. However, Council may consider providing an initial funding commitment to facilitate or "seed" this endeavor using the Hospitality fund balance as a funding source. Any additional funding considerations to be vetted by staff and reviewed by Council during the Biennium Budget I process.

# Richland County Council Request of Action

**Subject:**

Freedom of Information Act Policy Revision

# Richland County Council Request of Action

**Subject:** Freedom of Information Act Policy Revision

**A. Purpose**

To establish a procedure to respond to requests for public records made in accordance with the South Carolina Freedom of Information Act (“FOIA”). *See S.C. Code of Laws §§30-4-10 et seq.*

**B. Background / Discussion**

Per the recommendation from the County Legal Department and Ombudsman’s Office, the County FOIA policy is being revised as an attempt to ensure compliance and minimize potential litigation/liability when responding to requests for public records made in accordance with the SC Freedom of Information Act.

The revisions to the policy include sending all FOIA requests received to all County departments for review. Historically, requests were sent to only the departments identified as potentially having responsive documents; however, per the advisement of Legal, all requests should be sent to all departments to ensure any information the County has in its possession is provided in accordance with the Act. Although the existing policy requires fees be assessed, departments are not consistently charging all requestors, therefore, the policy is being amended to enforce compliance.

In accordance with the S.C. Code of Laws, all Richland County departments shall adhere to the fee schedule as set forth in the revised policy. All fees collected will be applied to the General Fund Balance.

**C. Legislative/Chronological History**

- This is a staff-initiated request.
- The existing policy became effective July 27, 2010

**D. Alternatives**

1. Approve the revisions to the existing FOIA policy to send all requests received to all departments and require all departments to assess appropriate fee(s) for all FOIA requests received.
2. Do not approve the policy revision and continue to utilize existing policy.

**E. Final Recommendation**

It is recommended Council approve the revisions to the existing FOIA policy to send all requests received to all departments and require all departments to assess appropriate fee(s) for all FOIA requests received.

## Richland County Government Policies and Procedures Manual

Title: Freedom of Information Act Requests

Department: Administrative Policy Number: **AD-XXX**

Effective Date: **Month X**, 2016

### I. Purpose

To establish a procedure to respond to requests for public records made in accordance with the South Carolina Freedom of Information Act (“FOIA”). *See S.C. Code of Laws §§30-4-10 et seq.*

### II. Definitions

Public record - includes all books, papers, maps, photographs, cards, tapes, recordings, or other documentary materials regardless of physical form or characteristics **prepared, owned, used, in the possession of, or retained by a public body**. It is hereby the policy of Richland County to decline any request to create a record, which does not already exist at the time of the request, in response to any FOIA request.

Exemptions - A public body may but is not required to exempt from disclosure certain public records. The list of allowed exemptions may be found in S.C. Code of Laws §30-4-40.

FOIA request – A request, in writing, for public records made in accordance with the South Carolina Freedom of Information Act (“FOIA”). Any person has a right to inspect or copy any public record of a public body, except as otherwise provided by Section 30-4-40, in accordance with reasonable rules concerning time and place of access, as determined by Richland County. **Exception:** The following records of a public body must be made available for public inspection and copying during the hours of operations of the public body without the requestor being required to make a written request to inspect or copy the records when the requestor appears in person:

- (1) minutes of the meetings of the public body for the preceding six months;
- (2) all reports identified in Section 30-4-50(A)(8) (*crime reports*) for at least the fourteen day period before the current day; and
- (3) documents identifying persons confined in any jail, detention center, or prison for the preceding three months.

Fees - The public body may establish and collect fees not to exceed the actual cost of searching for or making copies of records. Fees charged by a public body must be uniform for copies of the same record or document. The records must be furnished at the lowest possible cost to the person requesting the records. Documents may be furnished when appropriate without charge or at a reduced charge where the County Administrator determines that waiver or reduction of the fee is in the public interest because furnishing the information can be considered as primarily benefiting the general public. Fees may not be charged for examination and review to determine if the documents are subject to disclosure. The County may charge a reasonable hourly rate for making records available to the public and require a reasonable deposit of these costs before searching for or making copies of the records. *See below Fee Schedule Policy.*

### III. Procedure

#### A. Intake and Assessment:

i. Department Directors should designate one person within each department responsible for handling FOIA requests. This responsibility should include receiving, logging, processing, and/or coordination of response.

ii. All FOIA requests received (in hand delivery, email, or facsimile) by any County Department (with the exception of those identified in the above definitions) shall be immediately date and time stamped and delivered to the Richland County Ombudsman's Office for processing. A copy of the request (hard or electronic) shall be retained by the Department.

iii. Any citizen requesting information on where to send a FOIA request, shall be informed to hand deliver, mail, email, or fax the request to:

Ombudsman's Office,  
2020 Hampton Street, Suite 3061  
Columbia, SC 29204  
Ombudsman@rcgov.us

Fax: 803 929-6009

iv. The Ombudsman's Office shall assess the request to determine if it is a FOIA request (i.e. a request for records) or merely questions posed to Richland County. FOIA requests shall be immediately processed per the below procedures. It is hereby the policy of Richland County to deny requests for responses to questions from citizens. The Ombudsman's Office shall reply, in writing, to all requests for response to questions informing the requestor of the County's policy. Questions from the media shall be forwarded to the PIO for

response.

B. Routing, Timelines, and Response

- i. The Ombudsman's Office will forward the FOIA request to all departments, via the departmental FOIA designee. All departments must respond to the Ombudsman's Office within 48 hours indicating if they have information which is responsive to the FOIA request and/or request a clarification about the request. If a department indicates it has responsive documents/ information, the department must immediately provide a cost estimate (and an estimated time for provision of the records) based on the Fee Schedule Policy herein provided. Departments with questions regarding compliance with the FOIA and whether certain County records are public records should contact the Legal Department.
- ii. The County has fifteen (15) working days (excluding weekends and County holidays) from the date of receipt to reply to the requestor in writing informing the requestor of the County's determination of availability of the requested records. Such correspondence shall also include the request for payment, based on the departmental estimate. The records will not be retrieved by the department(s) until payment has been received by the requestor. When payment is received, the Ombudsman's Office will notify the requestor of the estimated time of response, unless such time is less than seven (7) days, in which case, no follow-up letter is necessary.
- iii. Requests for clarification or requests to narrow an overly broad request that the County cannot reasonably respond to shall be communicated to the requestor in writing within seven (7) days of the County's receipt of the request.
- iv. Each department with responsive records will provide the records to the Ombudsman's Office in a timely manner. The Ombudsman's Office will compile the information, draft a cover letter listing the information provided, and provide a completed packet to the Legal Department for review. The Legal Department will review the records for any exemptions, make any redactions necessary to the records (or request the department make the redactions), and provide the specific section of the FOIA statute to the Ombudsman's Office for inclusion in the response cover letter.

C. Fee Schedule Policy

In accordance with the S.C. Code of Laws, all Richland County departments shall

adhere to the following fee schedule:

<u>Service</u>	<u>Fee</u>
<b>a. Copying Fee</b>	<b>\$0.25 per page</b>
A charge shall be levied for each hard copy made by copier or computer printer. <u>If information is emailed, the copying fee does not apply.</u>	
<b>b. Records Research</b>	<b>Gross hourly rate</b>
Hourly fee, pro-rated, shall be based on the <u>gross</u> hourly rate of the person(s) researching the records requested. This time shall include any time for making hard copies of records for the requestor. The department shall not use a department head or supervisor for records research unless such is reasonable due to the nature of the request.	
<b>c. Information Provided by Fax</b>	<b>Gross hourly rate</b>
Hourly fee, pro-rated, shall be based on the gross hourly rate of the Ombudsman's Office employee faxing the requested records.	
<b>d. E-Mail Search Programming Fees</b>	<b>Gross hourly rate</b>
Hourly fee, pro-rated, shall be based on the gross hourly rate of the IT employee designing and entering the search criteria for the requested records and retrieving the data.	
<b>e. Computer Media (CD)</b>	<b>\$5.00 per CD required</b>
<b>f. Public Inspection</b>	<b>Gross hourly rate</b>
The County shall charge an hourly fee, pro-rated, based on the gross hourly rate of the employee tasked with making records available to the public for inspection. The rate shall be charged for the entire time the records are open for inspection and the employee has control of the records for inspection.	

D. Related FOIA issues

- i. The Richland County Ombudsman's Office will compile and maintain a computerized log of all FOIA requests.
- ii. FOIA requests and/or responses may contain sensitive or confidential information. Employees involved in the FOIA process must maintain confidentiality as it relates to FOIA's.
- iii. Certain information received from the IT department or GIS is copyrighted material. Richland County restricts further commercial distribution of public documents pursuant to a copyright by requiring anyone requesting the copyrighted documents to sign a licensing agreement acknowledging the copyright on the

information and restricting any further commercial use without prior written consent from the County. The Ombudsman's Office shall include the above copyright statement on all such information provided and work with the County IT/GIS to have the appropriate documentation signed by the requestor.

- iv. The above fee schedule shall not be subject to the yearly CPI increase, but shall be subject to change at any time by the Richland County Council.

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date

Date adopted by Richland County Council: \_\_\_\_\_



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: Eric John Grant  
Home Address: 1912 Horrell Hill Rd Hopkins, SC 29061  
Telephone: (home) 803-783-7978 (work) 803-960-9428  
Office Address: \_\_\_\_\_  
Email Address: egrant@3gconstructs.com  
Educational Background: Masters BA / BS Biology USC  
Professional Background: Licensed Commercial General Contractor  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Planning Commission  
Reason for interest: I have been a lifelong resident of Richland County and want to help my community  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Commission: I am a builder and have worked in real estate development for the past 9 years.  
Presently serve on any County Committee, Board or Commission? Assessment Appeals  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): Dahli Myers  
Hours willing to commit each month: 20-30 hrs / any hours

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
Applicant's Signature

10/24/2016  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>10-24-16</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: E. W. Cromartie, II

Home Address: 2213 Lorick Avenue, Columbia, SC 29203

Telephone: (home) 803-609-4537 (work) 803-609-4537

Office Address: \_\_\_\_\_

Email Address: ewcrom@gmail.com

Educational Background: C A Johnson HS, Columbia, SC; Michigan State University, B.A.

Marketing; George Washington National Law Center, Juris Doctorate, Cum Laude

Professional Background: SC Bar Association 1973-2010, Attorney. Cromartie Law Firm-  
Retired 2010, American Bar Association, National Bar Association, National Bond Lawyers  
Association, Member-Columbia City Council 1983-2010; National League of Cities Board  
member; Chairman of the National Black Caucus of Local Elected Officials; Central  
Midland Regional Planning Council

**Male**

Female

Age: 18-25

26-50

**Over 50**

Name of Committee in which interested: Central Midland Planning Council CMCOG

Reason for interest: To promote regional cooperation between governments collaborating  
on mutual projects to reduce cost and efficiency. To plan and develop framework for  
Regional light rail system for the Midlands area,

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:

Previously served as Chairman of the Central Regional Planning Council.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Retired, desiring and consider it a privilege to  
continuously serve the citizens of Richland County.

Recommended by Council Member(s): Councilman Manning

Hours willing to commit each month: I am fully retired, willing to commit as much time as the position requires,

### CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes X No \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X

If so, describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Applicant's Signature

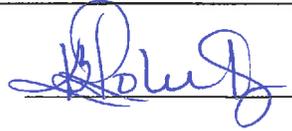
11/27/2016

Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>11-28-16</u>	Received by: 
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: Micah Taylor Lybrand

Home Address: 500 Gills Creek Parkway Apt. 701 Columbia, SC 29209

Telephone: (home) 864-634-8598 (work) 803-748-7287

Office Address: 1818 Blanding Street Columbia, SC 29201

Email Address: lybrandmt@yuhso.com

Educational Background: Bachelor of Arts in Political Science, University of South Carolina

Professional Background: Leadership Giving Associate, United Way of the Midlands

Male  Female  Age: 18-25 26-50 Over 50

Name of Committee in which interested: Hospitality Tax Committee

Reason for interest: I wish to serve on the committee because the allocations of tax funds is of the utmost importance, especially in a state that so heavily restricts how certain taxes can be spent.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have a strong sense of public service, experience in finance, and I took Blueprint for Leadership, a course designed to teach skills needed for service on a nonprofit board.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Councilman Greg Pearce

Hours willing to commit each month: 15-20 (However much is necessary)

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Kevon Taylor*      *11/17/16*  
Applicant's Signature      Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

<b>Staff Use Only</b>	
Date Received: <u>11-15-16</u>	Received by: 
Date Sent to Council: _____	

# Micah Taylor Lybrand

lybrandmt@yahoo.com | (864) 634-8598  
500 Gills Creek Parkway, Apt. 701  
Columbia, SC 20209

## SUMMARY

Using learned knowledge of political science and public administration; seek to further utilize and hone professional skills through Richland County's Hospitality Tax Committee.

## SKILLS

Legislative Research Corporate Research Prospect Research Microsoft Office: Word, Excel, Access

Data Analysis Microsoft Power BI Microsoft Dynamics CRM Public Speaking

## EXPERIENCE

**United Way of the Midlands**, Columbia, SC, Leadership Giving Associate - Jul 2016 - Present

- Collect and maintain economic, demographic, and social media data on United Way of the Midlands' service area
- Conduct research on potential corporate partners for United Way and prospective donors
- Assist Midlands Reading Consortium with testing students' reading outcomes
- Speak to companies and organizations about the importance of donating and volunteering to support United Way's mission
- Assist the University of South Carolina Student United Way chapter and Columbia College's Koalas United group stay up to date on the work of United Way and how to get involved with United Way's mission

**United Way of the Midlands**, Columbia, SC, Campaign Reporting Specialist/Accounting Assistant - May 2015 - Jul 2016

- Audited incoming funds to United Way and entered them into StratusLIVE, a Microsoft Dynamics CRM-based database
- Ensured accuracy of incoming funds' allocations

**Spartanburg Public Libraries Headquarters**, Spartanburg, SC, Research Intern - Jul 2014 - Aug 2014

- Compiled history of Duncan Park in Spartanburg, SC; researched local newspapers from the 1920's to present day
- Used Work Progress Administration (WPA) files, City Council minutes, Spartanburg County Register Deeds' records
- Final Product used for presentation to the Spartanburg City Council
- Also, in process of being made into an official resource for public use in the library

**United Way of the Piedmont**, Spartanburg, SC - Summer Intern - Jun 2014 - Aug 2014

- Organized donor information
- Displayed statistical patterns within expenditure records for events to the staff
- Assisted United Way's Gifts in Kind Center with Annual Renewal process for partner agencies
- Reviewed and updated files and records

## EDUCATION

- **University of South Carolina**; Columbia, SC  
Bachelor of Arts in Political Science; Graduated May 2015  
Institution GPA: 3.949, Overall GPA: 3.899, President's List: 5 semesters, Dean's List: 1 semester
- **Wofford College**; Spartanburg, SC  
No degree earned; Transferred out Fall 2012  
Institution GPA: 3.61, Dean's List: 1 semester

## ACTIVITIES/AWARDS

- **Blueprint for Leadership**, Student: January 2016 - May 2016 (Course run by United Way designed to teach young professionals the skills needed to become nonprofit board members)
- **Young Leaders Society**, Member: Fall 2015 - Present (Young professionals group at United Way of the Midlands focused on philanthropic endeavors)
- **Phi Beta Kappa**, Member: April 2014 - Present (Academic honors society for students that have shown exceptional performance in the liberal arts)
- **Golden Key Club**, Member: Spring 2014 - Present (Academic honors club open to students in the top 15 percent of class)
- **Student Government Parking Appellate Court Committee**, Member: Fall 2014 (Heard appeals from students and staff who felt that they had been wrongfully ticketed on campus)

# Richland County Government

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2061  
Fax: (803) 576-2136

## MEMORANDUM

TO: County Council

FROM: Rob Perry, Director of Transportation  
Christy Swofford, Assistant Director of Procurement

RE: North Main Street Widening Project

DATE: December 2, 2016

Recommendation is for award to L-J Incorporated in the amount of \$36,566,896.21. It is further recommended to authorize a 10% construction contingency of \$3,656,689.62 which brings the total to \$40,223,585.83. In addition, Council approved an IGA with the City of Columbia on May 20, 2016 for the project that authorized \$8,390,300 for utility relocations for SCE&G into a duct bank. Staff requests increasing the utility relocation authorization total to \$8,700,000 to encompass all utility relocations necessary to construct the project.

Project funding breakdown:

### Project Funding

County Funding	\$ 35,400,000
EM Funding	\$1,310,000.00
TIGER Grant Funding	\$16,656,967.00
City Water/Sewer	\$5,800,000.00
Total:	\$59,166,967.00

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

Handwritten signature of Rob Perry in blue ink.

Rob Perry  
Director of Transportation

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

Handwritten signature of Christy Swofford in blue ink.

Christy Swofford  
Assistant Director of Procurement



South Carolina  
Department of Transportation

November 22, 2016

Mr. Rob Perry, P.E.  
Director of Transportation  
Richland County Government  
Post Office Box 192  
Columbia, South Carolina 29202

Re: LPA Construction Award Concurrence Request  
IGA-25-14-A4 North Main Street (Seamless City Revitalization) Project  
Richland County Transportation Penny Program / Project ID: P030176

Dear Mr. Perry:

The South Carolina Department of Transportation (SCDOT) has completed the review of materials provided with the LPA Construction Award Concurrence Request Form. After reviewing the bid proposals and supporting documentation for the project, SCDOT concurs with the award of the construction contract for the above referenced project to the lowest responsive bidder, L-J Incorporated, in the amount of \$36,566,896.21, as stated in the bid documents submitted to SCDOT.

Richland County is hereby approved to proceed with the award of the construction contract for the referenced project. Please provide the following documentation to this office, when available:

- The completed LPA Construction Contract Information Form, with documentation, found under "Program Development Forms" at the SCDOT website <http://www.scdot.org/doing/localPublicAdmin.aspx>.
- A copy of the executed Construction Contract.

As the project advances, there are additional requirements that the County must address. These requirements are described in the Checklist for Local Public Agency (LPA) Projects and the Procedures for Local Public Agency Project Administration, which can be found on the aforementioned SCDOT website. Also, please coordinate with SCDOT's Resident Construction Engineer Chris Kelly, (803) 786-0706 in order to coordinate the necessary Preconstruction Meeting.





LPA Construction Award Concurrence Request Form

Prior to the award of a construction contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administrator (LPAA), this request for review and concurrence of award along with the appropriate documentation listed below. Upon review and concurrence, the LPA shall provide a formal award notice to the successful bidder.

Local Public Agency: Richland County
Contact Person: Rob Perry Title: Director of Transportation
Address: 2020 Hampton Street, PO Box 192 Phone: 803-576-1526
Columbia, SC 29202

Contract Area / Number: IGA-25-14-A4 County: Richland

Project Name: North Main Street Project (Seamless City Revitalization)
File Number: SCDOT Project ID P042583 Master PIN Number:
Date of Agreement: April 12, 2016 Construction Completion Date: June 30, 2019

To: Director of Construction

The County/City/Town of Richland is requesting your concurrence in award for the construction of the above referenced project to L-J, Inc. The project description is as follows:

Project Description: The North Main Street Widening Project includes widening North Main Street from Anthony to Fuller Avenue. Improvements include widening, street lighting, landscaping, drainage improvements, water/sewer improvements, adding median lane, adding bus stops, undergrounding of utilities.

This concurrence request shall include the following documentation:

Construction:

- SCBO Advertisement
Bid Proposal (include electronic and hard copy)
Plans
Construction Estimates (include electronic and hard copy)
List of Bidders with Bid Amounts
Bid Tabulations (include electronic and hard copy)
Bid Bonds
Committal Sheets for DBE participation (if required)
Signed Quotes from DBE(s) listed on Committal Sheet (if required)

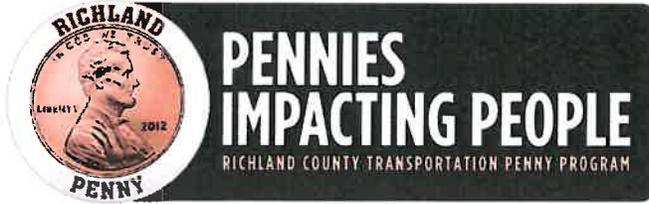
The South Carolina Department of Transportation has reviewed the documentation submitted and concurs with the selection of L-J, Inc. as the successful proposer / bidder. The County/City/Town of Richland may award the contract to L-J, Inc. based on the information submitted by you on Oct 27, 2016.

Construction:

- Concur
Concurrence Denied

Signature of Director of Construction

Date: 11/16/16



December 1, 2016

Mr. Rob Perry  
Director of Transportation  
Richland County Government  
P.O. Box 192  
Columbia, South Carolina 29202

Re: Widening North Main Street  
Project Number: PDT-594-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, October 19, 2016 at the Richland County Office of Procurement at 2020 Hampton Street for the Widening North Main Street Project. The Richland Program Development Team (PDT) has reviewed three (3) submitted bids for the Richland County 2016 Widening North Main Street project and found no irregularities in the bids. The bids were as follows.

L-J, Inc.	\$ 36,566,896.21
CR Jackson, Inc.	\$ 39,777,246.57
McClam & Associates	\$ 41,482,015.76

L-J, Inc. bid is 3.70% below the Engineer's estimate of \$37,971,997.80.

Further review shows that L-J, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

Attached is a final bid tab sheet for your reference which indicates the low bid to be within ten percent (10%) of the Engineer's Estimated Cost for the project. A review of the low bid shows a commitment of 8.02% utilization of Disadvantaged Business Enterprise (DBE) companies which meets the goal for this project.

The project is funded by the Richland County Transportation Penny, US DOT's FY 2014 TIGER Discretionary Grant, City of Columbia, and a Federal Earmark. Due to the federal funding, a DBE goal was assigned but no Small Local Business Enterprise (SLBE) project goal could be assigned. SCDOT has reviewed the bid documents submitted by L-J, Inc. and has concurred with the selection of L-J, Inc. as the successful bidder (see attached SCDOT's LPA Construction Award Concurrence Request).

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, L-J, Inc., in the amount of \$36,566,896.21 and an additional 10% in the amount of \$3,656,689.62 to serve as a construction contingency for a total of \$40,223,585.83. Previously Richland County Council approved an IGA with the City of Columbia for SCE&G's utility relocations into a duct bank in the amount of \$8,390,300.00. Richland PDT recommends increasing this previously authorized amount to \$8,700,000.00 to account for additional unforeseen utility costs.

The pre-construction conference will be held after we have been notified by you that Council has approved the contract.

Sincerely,  
RICHLAND PDT, A JOINT VENTURE



Dale Collier  
Procurement Manager  
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Certified Bid Tab  
Bid Form L-J, Inc.  
Engineer's Estimate Comparison  
L-J, Inc. License Confirmation  
L-J DBE Participation Sheet  
SCDOT's LPA Construction Award Concurrence Request  
Intergovernmental Agreement between Richland County, South Carolina and Columbia, South Carolina

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
RICHLAND COUNTY, SOUTH CAROLINA, AND COLUMBIA, SOUTH CAROLINA  
RELATING TO THE WIDENING AND IMPROVEMENT OF  
NORTH MAIN STREET BETWEEN ANTHONY AVENUE AND FULLER AVENUE**

This agreement (this "Agreement") is made and entered into as of May 20, 2015, by and between Richland County, South Carolina (the "County"), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"); and the City of Columbia (the "City"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State.

**WITNESSETH:**

WHEREAS, a one percent (1%) special sales and use tax (the "Penny Tax") was imposed by and throughout the County pursuant to a successful referendum held in the County on November 6, 2012. One of the projects identified to be completed with a portion of the proceeds of the Penny Tax is the widening of North Main Street between Anthony Avenue and Fuller Avenue, as approved by County Council in the Richland County Transportation Improvement Program as approved on March 17, 2015 (the "Penny Project"); and

WHEREAS, the City has received a grant from the United States Department of Transportation ("Tiger Grant") for the project entitled Seamless City Revitalization Project relating to improvement of North Main Street between Anthony Avenue and Fuller Avenue (the "Tiger Grant Project"); and

WHEREAS, the Penny Project and the Tiger Grant Project are inextricably linked in terms of planning, design, right of way acquisition, bidding and construction and shall collectively be known as the "North Main Project"; and

WHEREAS, the parties have determined that the most efficient and cost effective way to complete the North Main Project is for the County to be responsible for administering certain aspects of the North Main Project including the management of all funds provided through the Tiger Grant; and

WHEREAS, the County will execute a supplemental intergovernmental agreement (the "Supplemental IGA") with the South Carolina Department of Transportation (SCDOT) setting forth the terms and conditions upon which the County will manage the funds provided through the Tiger Grant and other Federal earmarked funds; and

WHEREAS, the City wishes to authorize the County to construct the North Main Project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

1. **Term of Agreement.** This Agreement shall take effect upon its execution and shall terminate upon the occurrence of (a) the acceptance of the completed North Main Project by the SCDOT, and (b) the payment to the County of all amounts owed by the City.

2. **Description of Project.** The North Main Project shall consist of widening and improving North Main Street between Anthony Avenue and Fuller Avenue and will include detailed design services, right-of-way acquisition, mobilization, traffic control, clearing and grubbing, drainage and erosion control, utility service conversions and undergrounding, roadway widening and paving, street lighting, traffic signalization, water and sewer improvements, and appropriate construction engineering inspection services. The City shall provide to the County approved, signed right-of-way plans. Pursuant to the right-of-way plans, the County shall acquire the rights-of-way as needed and produce final construction plans (the "Project Plans"). Such Project Plans shall be consistent with the requirements of the Tiger Grant Agreement.

3. **City Consent; Exemption from Assessments.** The City hereby consents to the construction of or improvements to the aforesaid North Main Project within its corporate limits in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the City for the County to complete the North Main Project under the Project Plans and within the Project Budget, provided, however, contractors, subcontractors and utility companies shall not be relieved of responsibility to obtain required permits and approvals with regard to construction and improvements within the City's limits. The City shall exempt all existing rights-of-way, any new right-of-way, and all other properties purchased in connection with the right-of-way for the North Main Project from any general or special assessment against real property for municipal services.

4. **Requirements of Tiger Grant.** The City is a party to the Tiger Grant Agreement, a copy of which is attached hereto (Exhibit A), and shall have sole responsibility for compliance with the terms and conditions of the Tiger Grant Agreement. The County will assist the City in meeting the City's Reporting Requirements as set out in Section 3 of the Tiger Grant Agreement. The County shall have no obligation to comply with the terms and conditions of the Tiger Grant Agreement, and in no event will the County become or be considered a party to the Tiger Grant Agreement; provided, however, the County will comply with the terms and conditions of the Supplemental IGA.

5. **Funding.** The total cost of the North Main Project shall be funded from several sources including the Tiger Grant, other Federal earmarked funds, Penny Tax, water and sewer capital improvement program funds from the City, as shown on the budget attached hereto (Exhibit B) (the "Project Budget").

6. **Project Budget.** The parties have each reviewed the Project Budget and agree that it is reasonable, accurate and sufficient to complete the North Main Project; however, the County does not guarantee completion of the North Main Project within the Project Budget. If actual construction costs as reflected in the low bid are over budget, the County will work with the City to revise the Project Plans as necessary to bring the cost within the Project Budget. Until the Project Plans have been revised such that the bid for the North Main Project is within the Project Budget, a Notice to Proceed will not be issued. If the actual costs of the North Main Project with the exception of water and sewer improvements are less than the Project Budget, the County's financial participation shall be lowered to cover actual costs.

If, during construction, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the North Main Project, the County shall not be responsible for obtaining and providing additional funding. In such case, the County will cooperate with the City in revising the Project Plans as necessary to complete the North Main Project within the Project Budget. If the parties cannot agree on revisions to the Project Plans, the County may, in its sole discretion, approve revisions to the Project Plans as necessary to complete the North Main Project within the Project Budget. In no event will the County provide more than the \$30,000,000 reflected in the Project Budget; however, the City may provide additional legally-available funds to be used as directed by the City.

7. **Payments to the County.** Payments to the County from funds other than the Penny Tax shall be made pursuant to the Project Budget. Prior to the commencement of construction, the City will transfer the water and sewer funds to the County. The County shall hold such funds in a separate account and use those funds only for the purposes intended as reflected in the Project Budget.

8. **Procurement.** The County shall conduct the procurement process for all aspects of the North Main Project in a manner consistent with its procurement requirements and any Federal or State procurement requirements.

9. **Managing Construction of North Main Project.** The County shall be responsible for managing all aspects of the construction in the North Main Project in a manner consistent with the Project Plans and Project Budget, in accordance with applicable State and Federal standards. The County may, in its sole discretion, authorize change orders that it deems necessary to complete the North Main Project so long as such change orders are within the scope of the Project Plans and the Project Budget.

10. **Utility Relocation.** The North Main Project includes the relocation of City-owned water and sewer utilities as shown on the Project Plans and will be funded as shown on the Project Budget. All privately-owned utilities other than power lines or poles including, but not limited to, gas pipes, manholes, cables and fiber optics, located within the existing right-of-way shall be relocated at the utility's expense. Payment for the relocation of privately-owned utilities will only be made if the private utility can demonstrate a prior right of occupancy. With the cooperation of the City, the County's Utility Coordinator will coordinate the relocation of all utilities. The County shall not be liable for damages to property or injuries to persons as a consequence of placing, maintaining, or removing any utility by the City or its contractors.

In connection with the North Main Project, the City shall, using the existing Franchise Agreement with South Carolina Electric and Gas (SCE&G), relocate overhead electrical lines into an underground duct bank based upon plans approved by the County. Reimbursement for the relocation of overhead electrical lines and underground duct bank shall be coordinated and managed by the City and SCE&G and such reimbursement by the County shall be only for relocations pre-approved by the County. If costs for the installation of the underground duct bank or any of the privately-owned utilities which are eligible for reimbursement result in the Project Budget being insufficient to complete the North Main Project, the County shall not be responsible for obtaining and providing additional funding.

11. **Disagreements or Disputes.** Any disagreement or dispute under this Agreement shall be addressed by the County Administrator and City Manager who shall each make a good faith effort to resolve the disagreement or dispute. In the event this process is unsuccessful, either party may seek redress from the Court of Common Pleas for Richland County. Such proceedings shall be non-jury.

12. **Defaults and Remedies.** In the event either party shall violate or fail to comply with any provision or obligation of this Agreement or shall fail or refuse to perform or deliver the services required hereunder, and such refusal or failure shall continue for a period of 30 days after written notice, that party may be declared to be in default of this Agreement. As to any such default not involving non-payment, any obligation which has not been performed shall be deemed a ministerial act and subject to remedies of mandamus and mandatory injunction requiring the defaulting party to perform the obligation. The non-defaulting party shall be deemed to have had no adequate remedy at law for such default.

13. **Default Involving Non-Payment by the City to the County and Remedies.** In the event of a default involving non-payment by the City to the County under this Agreement, the past due amount shall accrue interest at the rate set forth in S.C. Code of Laws Section 34-31-20(A).

14. **Waivers.** No waiver of any default by the County or the City hereunder shall be implied from any delay or omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waiver of any terms or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same term or condition. The consent or approval by a party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.

15. **Notices and Consent.** All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:

Richland County  
Post Office Box 192  
Columbia, SC 29202  
Attn: County Administrator

City of Columbia  
Post Office Box 147  
Columbia, SC 29217  
Attn: City Manager

Any consent required in this Agreement shall be in writing signed by the City Manager or her designee or the County Administrator or his designee, as applicable.

16. **Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the County for resolution of any dispute arising hereunder.

17. **No Construction Against Drafter.** The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

18. **Severability.** If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

19. **Counterparts.** This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

20. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the North Main Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By:   
Printed Name: Torrey Rush  
Title: Chair, County Council

CITY OF COLUMBIA, SOUTH CAROLINA

By:   
Printed Name: Teresa Wilson  
Title: City Manager

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

APPROVED AS TO FORM  
  
Council Department City of Columbia, SC

**EXHIBIT A**

**UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WASHINGTON, DC 20590**

**GRANT AGREEMENT UNDER THE  
CONSOLIDATED APPROPRIATIONS ACT, 2014 (Pub. L. 113-76,  
JANUARY 17, 2014)  
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS  
DISCRETIONARY GRANT PROGRAM  
(FY 2014 TIGER DISCRETIONARY GRANTS)**

**CITY OF COLUMBIA**

**NORTH MAIN STREET / SEAMLESS CITY REVITALIZATION  
PROJECT**

**FHWA FY 2014 TIGER Grant No. [#]**

This agreement (the "Agreement" or "Grant Agreement") reflects the selection of City of Columbia ("Recipient") as a Recipient of a grant awarded under the provisions of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76, January 17, 2014), regarding National Infrastructure Investments (the "Act"). The grant program under the Act is referred to as "FY 2014 TIGER Discretionary Grants" or "TIGER Discretionary Grants."

**SECTION 1. TERMS AND CONDITIONS OF THE GRANT**

- 1.1 This Agreement is entered into between United States Department of Transportation ("DOT" or the "Government") and the Recipient. This Agreement will be administered by the Federal Highway Administration (also referred to herein as "FHWA" or the "Government").
- 1.2 This Grant is made to the Recipient for the project as described in the Recipient's Technical Application (the "Project"), titled "Seamless City Revitalization Project", and the negotiated provisions on the Project's material terms and conditions, including the Project's scope, assurance/confirmation that all required funding has been obtained and committed, and the timeline for completion of this urban project.
- 1.3 The Government, having reviewed and considered the Recipient's Application and finding it acceptable, pursuant to the Act awards a TIGER Discretionary Grant in the amount of **Ten Million Dollars (\$10,000,000)**, for the entire period of performance

(referred to as the “Grant”). This Grant is the total not-to-exceed amount of funding that is being provided by the Government under this Grant Agreement. For urban projects, the Recipient hereby certifies that not less than **Two Million, Five Hundred Thousand Dollars** (\$2,500,000) in non-Federal funds are committed to fund the Project in order to satisfy the Act’s requirement that at least twenty percent (20%) of the Project’s costs are funded by non-Federal sources. The Government’s liability to make payments to the Recipient under this Grant Agreement is limited to those funds obligated by the Government under this Agreement as indicated herein and by any subsequent amendments agreed to in writing by all parties.

1.4 The Recipient agrees to abide by and comply with all terms and conditions of this Agreement and to abide by, and comply with, all requirements as specified in the Exhibits and Attachments, identified in paragraphs 1.5 and 1.6, which are considered as integral parts of this Agreement. Each Exhibit and Attachment identified below is deemed to be incorporated by reference into this Agreement as is fully set out herein.

1.5 This Agreement shall also include the following Exhibits as integral parts hereof located at:  
[http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014\\_gr\\_exhbt\\_tmp/index.htm](http://www.ops.fhwa.dot.gov/Freight/infrastructure/tiger/fy2014_gr_exhbt_tmp/index.htm)

- Exhibit A Legislative Authority
- Exhibit B General Terms and Conditions
- Exhibit C Applicable Federal Laws and Regulations
- Exhibit D Grant Assurances
- Exhibit E Responsibility and Authority of the Recipient
- Exhibit F Reimbursement of Project Costs
- Exhibit G Grant Requirements and Contract Clauses
- Exhibit H Quarterly Progress Reports: Format and Content

1.6 This Grant Agreement shall also include the following Attachments as integral parts hereof:

- Attachment A Statement of Work
- Attachment B Estimated Project Schedule
- Attachment C Estimated Project Budget
- Attachment D Performance Measurement Table

1.7 In the case of any inconsistency or conflict between the specific provisions of this Grant Agreement, the Exhibits, and the Attachments, such inconsistency or conflict shall be resolved as follows: First, by giving preference to the specific provisions and terms of this Grant Agreement; second, by giving preference to the provisions and terms of the Exhibits; and, finally by giving preference to the provisions and terms in the Attachments.

**SECTION 2. RECIPIENT AND PROJECT INFORMATION**

Recipient, in accordance with the requirements of the TIGER Discretionary Grant Program, provides the following information:

2.1 Project’s Statement of Work Summary (for further information see Attachment A):

The Seamless City Revitalization Project is a 1.27 mile revitalization project of North Main Street between Anthony and Fuller Avenues in support of the City of Columbia’s extensive downtown streetscaping initiative.

2.2 Project’s Schedule Summary (for further information see Attachment B):

Actual Completion of NEPA Reevaluation:	May 13, 2014
Planned Completion of Final Design:	May 18 2016
Planned PS&E Approval:	May 27, 2016
Planned Construction Start Date:	October17, 2016
Planned Project Construction Substantial Completion and Open to Traffic Date:	June 30, 2019

2.3 Project’s Budget Summary (for further information see Attachment C):

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	\$10,000,000	21.4%
Other Federal Funds <sup>1</sup> (if any):	\$1,234,000	2.7%
State Funds (if any):	\$0	0%
Local Funds <sup>2</sup> (if any):	\$31,585,819	67.7%
Other Funds <sup>3</sup> (if any):	\$3,840,357	8.2%
Total Project Cost:	\$46,660,176	100%

If there are any cost savings or if the contract award is under the engineer’s estimate, 23 C.F.R. 630.106(f) shall not apply to any match for the TIGER Discretionary Grant amount, and the Recipient’s funding amount and percentage share may be reduced,

<sup>1</sup> Designated funds from Transportation, Treasury, Independent Agencies, and General Government Appropriations Act, 2005 (Division H of Consolidated Appropriations Act, 2005, Pub. L. 108-447) and the Consolidated Appropriations Act, 2010 (Division A, Title I Surface Transportation Priorities, Pub. L. 111-117))

<sup>2</sup> Richland County Penny Sales Tax funds

<sup>3</sup> City of Columbia Water & Sewer

provided that the Recipient's share of the costs under the Act may not be reduced below 20% for urban area projects.

2.4 Project's State and Local Planning Requirements: On October 23, 2014, the TIGER Grant "Seamless City Revitalization Project (North Main Street)" was approved by the MPO and its Board for inclusion in the TIP and the project was included in the STIP on February 19, 2015.

2.5 Project's Environmental Approvals and Processes:

Environmental Documentation Type, Titles and Date:

Environmental Assessment, North Main Street (US 21/321) Improvements from Elmwood Avenue (US 76/176) to Fairfield Road (US 321), August 21, 2003.

Environmental Decision Type and Date:

Finding of No Significant Impact, December 4, 2003; Re-evaluation completed May 13, 2014.

Name of Agency and Office Approving each Environmental Decision Document:

FHWA SC Division

2.6 Recipient's and any Sub-Recipient's Dun and Bradstreet Information:

Dun and Bradstreet Data Universal Numbering System (DUNS) No. of the Recipient:

073707366

Name of any First-Tier Sub-Recipients: N/A

DUNS No. of First-Tier Sub-Recipient: N/A

2.7 Recipient's Designation of Official Contact (to whom all communications from Government will be addressed):

Mrs. Chris Segars  
Grants Professional  
1737 Main Street  
Columbia, SC 29201-2819  
803-545-4143  
[cmsegars@columbiasc.net](mailto:cmsegars@columbiasc.net)

and

Dana Higgins, P.E.  
City Engineer  
P.O. Box 147  
Columbia, SC 29217  
803-535-3285  
[drhiggins@columbiasc.net](mailto:drhiggins@columbiasc.net)

and

Dennie Ulmer  
Deputy Finance Director  
P.O. Box 147  
Columbia, SC 29217  
803-545-3479  
[dlulmer@columbiasc.net](mailto:dlulmer@columbiasc.net)

and

SCDOT  
Midlands Regional Production Engineer  
955 Park Street  
Columbia, SC 29201  
803-737-4682

and

Rob Perry  
Director Richland Penny  
P.O. Box 192  
Columbia, SC 29202  
[PerryR@RCGov.us](mailto:PerryR@RCGov.us)

Notwithstanding paragraph 5.3 of this Grant Agreement, the Recipient may update the contact information listed in this paragraph by written notice (formal letter) to the Government without the need for a formal amendment to this Agreement.

### **SECTION 3. REPORTING REQUIREMENTS**

Subject to the Paperwork Reduction Act, and consistent with the purposes of the TIGER Discretionary Grant Program, Recipient agrees to collect data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending. Recipient further agrees to submit periodic reports to the Government that contain data necessary to measure performance of the Project and to ensure accountability and transparency in Government spending.

- 3.1 **Project Outcomes and Performance Measurement Reports:** Recipient shall collect the data necessary to track and report on each of the performance measures identified in the Performance Measurement Table in Attachment D and report results of the data for each measure to the Government periodically, according the reporting schedule identified in Attachment D. Furthermore, Recipient agrees to provide an initial Pre-project Report and a final Project Outcomes Report to the Government.
- 3.1.1 The Pre-project Report shall consist of current baseline data for each of the performance measures specified in the Performance Measurement Table in Attachment D. The Pre-project Report shall include a detailed description of data sources, assumptions, variability, and the estimated level of precision for each measure. Recipient shall submit the report to the Government by **December 17, 2016**. Recipient shall represent that the data in the Pre-project Report is current as of **September 17, 2016**.
- 3.1.2 Recipient shall submit interim Project Performance Measurement Reports to the Government for each of the performance measures specified in the Performance Measurement Table in Attachment D following Project completion. Recipient shall submit reports at each of the intervals identified for the duration of the time period specified in the Performance Measurement Table in Attachment D. Recipient shall represent that the data in each of the interim Project Performance Reports is current as of the final date of the reporting interval.
- 3.1.3 The Project Outcomes Report shall consist of a narrative discussion detailing Project successes and/or the influence of external factors on Project expectations. Recipient shall submit the Project Outcomes Report to the Government by **August 31, 2025** which includes an *ex post* examination of project effectiveness in relation to the Pre-project Report baselines. Recipient shall represent that the data in the Project Outcomes Report is current as of **June 30, 2025**.
- 3.1.4 Recipient shall submit each report via email to each of the Government contacts identified in paragraph 3.5 of this Agreement. The email shall reference and identify in the email subject line the TIGER Grant Number and provide the number of the Performance Measures report submitted, e.g., Re: FHWA FY 2014 TIGER Discretionary Grant No. [#] - Performance Measure Report No. 1 or 2 or 3, etc.
- 3.2 **Project Progress and Monitoring Reports:** Consistent with the purposes of the TIGER Discretionary Grant Program, to ensure accountability and transparency in Government spending, the Recipient shall submit quarterly progress reports and the Federal Financial Report (SF-425) to the contacts designated by the Government in section 3.5, as set forth in Exhibit H, Quarterly Progress Reports: Format and Content, to the Government on a quarterly basis, beginning on the 20th of the first month of the calendar year quarter following the execution of the Agreement, and on the 20th of the first month of each calendar year quarter thereafter until completion of the Project. The initial report shall include a detailed description, and, where appropriate, drawings, of the items funded.

- 3.2.1 The Recipient shall submit all required reports and documents to the Government electronically, referencing the Grant number, to the contacts designated by the Government in section 3.5.
- 3.3 **Annual Budget Review and Program Plan:** The Recipient shall submit an Annual Budget Review and Program Plan to the Government via e-mail 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. If there are no proposed deviations from the approved Estimated Project Budget, the Annual Budget Review shall contain a statement stating such. The Recipient will meet with the Government to discuss the Annual Budget Review and Program Plan. If there is an actual or projected project cost increase, the annual submittal should include a written plan for providing additional sources of funding to cover the project budget shortfall or supporting documentation of committed funds to cover the cost increase.
- 3.4 **Closeout Process:** Closeout occurs when all required project work and all administrative procedures described in Title 23 (or 2 C.F.R. 200.343-.345, as applicable) are completed, and the Government notifies the Recipient and forwards the final Federal assistance payment, or when the Government acknowledges Recipient's remittance of the proper refund. Within 90 days of the Project completion date or termination by the Government, the Recipient agrees to: (1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and (2) provide a report on the final scope of work, schedule, and budget compared against the scope of work described in section 2.1, the Project's Schedule Summary in section 2.2, and the Project's Budget Summary in section 2.3.
- 3.5 All notices or information required by this Agreement should be addressed and sent to all the Government contacts as follows:

Alice Travis  
Operations Engineer  
FHWA South Carolina Division  
1835 Assembly Street  
Columbia, SC 29201  
803-253-3881  
[Alice.Travis@dot.gov](mailto:Alice.Travis@dot.gov)

and

FHWA TIGER Program Manager  
Federal Highway Administration  
Office of Freight Management and Operations  
1200 New Jersey Avenue, SE  
Room E86-201  
Washington, DC 20590

(202) 366-0857  
[FHWA-TIGER.Reports@dot.gov](mailto:FHWA-TIGER.Reports@dot.gov)

and

OST TIGER Discretionary Grants Coordinator  
United States Department of Transportation  
Office of the Secretary  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
(202) 366-8914  
[TIGERGrants@dot.gov](mailto:TIGERGrants@dot.gov)

Notwithstanding paragraph 5.3 of this Grant Agreement, the Government may update the contact information listed in this paragraph by written notice (formal letter) to the Recipient without the need for a formal amendment to this Agreement.

#### **SECTION 4. SPECIAL GRANT REQUIREMENTS**

There are no special grant requirements for this Project.

#### **SECTION 5. TERMINATION, EXPIRATION, AND MODIFICATION**

- 5.1 Subject to terms set forth in this Agreement, the Government reserves, in its sole discretion, the right to terminate this Agreement and all of its obligations associated with this Agreement, unless otherwise agreed to in a signed writing between the Recipient and the Government, if any of the following occurs:
  - 5.1.1 The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the Government as provided in this Agreement and in accordance with paragraphs 2.2 and 2.3;
  - 5.1.2 The Recipient fails to begin construction before **December 17, 2016**;
  - 5.1.3 The Recipient fails to begin expenditure of Grant funds by **January 31, 2017**;
  - 5.1.4 The Recipient fails to meet the conditions and obligations specified under this Agreement including, but not limited to, a material failure to comply with schedule in paragraph 2.2 even if it is beyond the reasonable control of the Recipient, or after giving the Recipient a reasonable opportunity to cure such failure; or,
  - 5.1.5 The Government, in its sole discretion, determines that termination of the Agreement is in the public interest.
- 5.2 Funds made available under this Agreement shall be obligated by DOT on or before September 30, 2016. Funds made available under this Agreement, once obligated, are

available for liquidation and adjustment through September 30, 2021, the “Grant Termination Date.” Unless otherwise agreed to by the parties, this Agreement shall terminate on the Grant Termination Date.

- 5.3 Either party (the Government or the Recipient) may seek to amend or modify this Agreement prior to the Grant Termination Date by written notice (formal letter) to the other party. The Grant Agreement may be amended or modified only on the mutual written agreement by both parties. Changes to Attachments B and C (Estimated Project Schedule and Estimated Project Budget) do not require modification through the process in this paragraph if such modifications do not affect the dates or amounts in paragraphs 2.2 and 2.3, and the change has been consented to by the Government in writing consistent with the requirements of FHWA (including by email).

## **SECTION 6. AWARD AND EXECUTION OF GRANT AGREEMENT**

6.1 **Counterparts:** This Agreement may be executed in counterparts, which shall constitute one document. This Agreement shall be executed in quadruplicate; each countersigned original shall be treated as having identical legal effect.

6.2 **Effective Date:** The Agreement shall be effective when fully executed by authorized representatives of the Recipient and the Government; provided, however, that the Recipient shall execute this Agreement, and then submit four (4) original signed copies of the Agreement to the Government for execution. When signed and dated by the authorized official of the Government, this instrument will constitute an Award under the Act.

6.3 **Survival:** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to reporting requirements set forth in Section 3 of this Agreement shall survive the expiration or earlier termination of this Agreement.

**EXECUTION BY THE GOVERNMENT**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature of Government's Authorized Representative

Emily Lawton  
Division Administrator

DRAFT

**EXECUTION BY THE CITY OF COLUMBIA, SOUTH CAROLINA**

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

---

Signature of Recipient's Authorized Representative

Teresa Wilson  
City Manager, City of Columbia, SC

DRAFT

**EXECUTION BY SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

By signature below, the State Department of Transportation (SDOT) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the TIGER Discretionary Grant obligated by this Agreement and to perform such other administrative and oversight duties with respect to the Grant and the Project as the Recipient and the SDOT shall agree upon between themselves. The SDOT acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the TIGER Grant to the Recipient at Recipient's direction and instructions. Further, the SDOT will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this Agreement in compliance with the terms and conditions contained herein.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature of State Department of Transportation Designated  
Official Representative

Randy Young  
Acting Chief Engineer for Project Delivery

## **ATTACHMENT A STATEMENT OF WORK**

The Seamless City Revitalization Project is a 16-block, 1.27 mile revitalization project of North Main Street between Anthony and Fuller Avenues in support of the City of Columbia's extensive downtown streetscaping initiative.

The intent of the Project is to maintain North Main Street as a primary access route yet reduce traffic congestion, improve traffic safety, augment and promote pedestrian usage, increase pedestrian safety, advance and encourage usage of public bus transportation, encourage economic activity, bus shelter improvements, and develop streetscape aesthetics for the City of Columbia.

A primary transportation improvement will be the use of innovative signalization technology. Existing traffic signals along the corridor will be upgraded into the citywide traffic signal system which is able to adjust signal timing in real time to traffic conditions. Additional traffic improvements include upgrading existing span-wire signals to mast arm signals, promoting use of public bus transportation by enlarging bus pickup locations, and improving existing pedestrian paths.

Proposed roadway enhancements include improving the existing deteriorating roadway surface by repaving, improving roadway aesthetics by using imprinted and textured pavement stamping for designated crosswalks and landscape improvements where appropriate, improving night traffic safety with street lighting, and improving pedestrian routes and crosswalks.

Proposed improvements for pedestrian accommodations include adjusting sidewalks and curbs to improve pedestrian paths, crosswalks, bus lanes, bus stop locations, and meeting ADA requirements. Sidewalk "bulb-outs" will be constructed at intersections to improve aesthetics and safety. Pedestrian usage and safety at night will be improved by adding new and upgrading existing street lighting along the corridor. Streetscape aesthetics will be improved by use of imprinted and textured pavement stamping for designated crosswalks and include landscape improvements where appropriate. Pedestrian signal heads will be upgraded at intersections to coordinate pedestrian movements.

Other proposed improvements include replacing existing curb and gutter, cleaning and repairing existing storm drainage systems, relocating overhead utilities to underground, relocating other utilities to accommodate the new streetscape improvements, raised concrete islands with landscaping, widening median where appropriate to increase pedestrian safety at crossings, adding benches, bicycle parking racks and outdoor trash receptacles, and adding shade trees and tree protection where appropriate.

The major construction activities for the Project are as follows:

- ROW Acquisition (Richland Co.)
- ROW Acquisition Services

- Mobilization / Traffic Control Plan
- Erosion Control Plan
- Clearing / Grubbing
- Drainage Improvements
- Water and Sewer Improvements
- Utility Relocation: Service Conversions (Elec/Commun)
- Utility Relocation: OH to UG Utility Conversion / JUDB
- Roadway Work & Pedestrian/Bicycle Improvements: Removing/replacing asphalt pavement, widening pavement, improving intersections, installing new pedestrian crosswalks and widening medians, replacing curbs and gutters, repairing storm drainage, extending and/or constructing sidewalks, replacing bus stop benches with covered bus shelters, and adding bike kiosks.
- Street Lighting
- Traffic Signalization
- Landscaping
- Construction Contingency
- Construction Resource Management - includes but is not limited to all services required to manage, coordinate and administrate a specific construction project including design reviews while in construction, constructability reviews, utility relocation coordination, documentation, scheduling, estimating, safety monitoring, public communications, change order negotiation, project closeout.
- Construction Engineering & Inspection (CEI)

## ATTACHMENT B ESTIMATED PROJECT SCHEDULE

Actual Completion of NEPA Reevaluation:	May 13, 2014
Start of Right of Way Acquisition:	March 30, 2015
Planned End of Right of Way Acquisition:	May 6, 2016
Start of Preliminary Engineering:	August 30, 2013
End of Preliminary Engineering:	March 30, 2015
Start of Final Design:	April 30, 2015
Planned Completion of Final Design:	May 18, 2016
Planned PS&E Approval	May 27, 2016
Planned Construction Contract Award Date:	September 13, 2016
Planned Construction Start Date:	October 17, 2016

Activity Type	Planned Start Date	Planned Finish Date
Mobilization / Traffic Control Plan	October 17, 2016	November 1, 2016
Erosion Control Plan	October 18, 2016	November 1, 2016
Clearing / Grubbing	November 2, 2016	November 3, 2017
Drainage Improvements	April 1, 2017	August 31, 2018
Water and Sewer Improvements	November 30, 2016	June 30, 2018
Utility Relocations	April 1, 2017	August 31, 2018
Roadway Work & Ped/Bike Improvements	November 6, 2017	June 30, 2019
Street Lighting	January 28, 2019	May 31, 2019
Traffic Signalization	February 11, 2019	May 31, 2019
Landscaping	April 29, 2019	May 31, 2019
Construction Resource Management	November 17, 2016	June 30, 2019

Planned Project Construction Substantial Completion And Open to Traffic Date:	June 30, 2019
Planned Project Closeout Date:	December 30, 2020

**ATTACHMENT C  
ESTIMATED PROJECT BUDGET**

<b>Activity</b>	<b>FY14 TIGER Funds</b>	<b>Other Federal Funds (Earmark)</b>	<b>Local Funds Richland Co. Sales Tax</b>	<b>Other Funds Water / Sewer</b>	<b>Planned Project Cost</b>
ROW Acquisit. (Richland. Co.)	\$0	\$0	\$1,476,855	\$0	\$1,476,855
ROW Acquisit. Services	\$0	\$0	\$723,145	\$0	\$723,145
Mobilization / Traffic Control / Clearing / Grubbing	\$2,990,300	\$0	\$456,181	\$0	\$3,446,481
Drainage / Erosion Control	\$0	\$0	\$2,123,411	\$0	\$2,123,411
Water and Sewer Improvements	\$0	\$0	\$0	\$3,840,357	\$3,840,357
Utility: Service Conversions (Elec/Commun)	\$0	\$0	\$475,000	\$0	\$475,000
Utility: OH to UG Utility Conversion/JUDB	\$7,009,700	\$0	\$8,390,300	\$0	\$15,400,000
Roadway Work & Ped/Bike Improvements	\$0	\$1,234,000	\$5,097,438	\$0	\$6,331,438
Street Lighting	\$0	\$0	\$2,300,000	\$0	\$2,300,000
Traffic Signalization	\$0	\$0	\$591,847	\$0	\$591,847
Landscaping	\$0	\$0	\$534,200	\$0	\$534,200
Construction Contingency	\$0	\$0	\$2,017,279	\$0	\$2,017,279
Construction Resource Management	\$0	\$0	\$2,002,500	\$0	\$2,002,500
CEI	\$0	\$0	\$2,892,500	\$0	\$2,892,500
<b>Total</b>	<b>\$10,000,000</b>	<b>\$1,234,000</b>	<b>\$29,080,656</b>	<b>\$3,840,357</b>	<b>\$44,155,013</b>

**ATTACHMENT D  
PERFORMANCE MEASUREMENT TABLE**

**Study Area: North Main Street from Anthony Ave. to Fuller Ave.**

**Table 1: Performance Measurement Table**

<b>Measure</b>	<b>Description of Measure</b>	<b>Measurement Period</b>	<b>Reporting Period</b>
Annual Vehicle Crash Rates by Type and Severity	The number and categorization of crash rates on a specific road or highway segment differentiated by severity, i.e., fatal, injury, and property-damage-only (PDO) crashes. Crash rates are to be expressed per MVMT.	Baseline Measurement: Annual average, accurate as of September 17, 2016  Interim Performance Measures: Accurate as of June 30, 2020	Baseline Measurement: December 17, 2016  Interim Performance Measures: For a period of 5 years, beginning August 30, 2020, annually
Average Daily Traffic (ADT)	The total volume of vehicle traffic on a highway or road segment per day	Baseline Measurement: Annual average, accurate as of September 17, 2016  Interim Performance Measures: Accurate as of June 30, 2020	Baseline Measurement: December 17, 2016  Interim Performance Measures: For a period of 5 years, beginning August 30, 2020, annually
Transit Passenger Counts	Daily Counts for a typical weekday (while school is in session), Saturday, and Sunday for Route 1	Baseline Measurement: Annual average, accurate as of September 17, 2016  Interim Performance Measures: Accurate as of June 30, 2020	Baseline Measurement: December 17, 2016  Interim Performance Measures: For a period of 5 years, beginning August 30, 2020, annually

## EXHIBIT B PROJECT BUDGET

Activity	FY14 TIGER Funds	Other Federal Funds	County	City	Project Costs
R/W Acquisition (County) - Compensation			\$ 1,476,855		\$ 1,476,855
R/W Acquisition Services - Acq. Fees			\$ 723,145		\$ 723,145
Mobilization/Traffic Control/Clearing & Grubbing	\$ 2,990,300		\$ 456,181		\$ 3,446,481
Drainage/Erosion Control			\$ 2,123,411		\$ 2,123,411
Water & Sewer Improvements				\$ 3,840,357	\$ 3,840,357
Utility: Service Conversions (Elec/Commun)			\$ 475,000		\$ 475,000
Utility: OH to UG Utility Conversion/JUDB	\$ 7,009,700		\$ 8,390,300		\$ 15,400,000
Roadway Work & Ped/Bike Improvements		\$ 1,234,000	\$ 5,097,438		\$ 6,331,438
Street Lighting			\$ 2,300,000		\$ 2,300,000
Traffic Signalization			\$ 591,847		\$ 591,847
Landscaping			\$ 534,200		\$ 534,200
Construction Contingency			\$ 2,017,279		\$ 2,017,279
CRM			\$ 2,002,500		\$ 2,002,500
CEI			\$ 2,892,500		\$ 2,892,500
<b>Total w/o Design</b>	<b>\$ 10,000,000</b>	<b>\$ 1,234,000</b>	<b>\$ 29,080,656</b>	<b>\$ 3,840,357</b>	<b>\$ 44,155,013</b>
Design			\$ 919,344		
<b>Subtotal (County):</b>			<b>\$ 30,000,000</b>		
<b>Total Project Costs (Design, R/W, CRM, CEI, Construction, OWIP) w/o Construction Contingency</b>					<b>\$ 43,324,644</b>
<b>Total Project Costs w/ Construction Contingency</b>					<b>\$ 45,074,425</b>

# Richland County Government

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2061  
Fax: (803) 576-2136

## MEMORANDUM

TO: County Council

FROM: Rob Perry, Director of Transportation  
Christy Swofford, Assistant Director of Procurement

RE: Shop Road Extension Phase I Project

DATE: December 2, 2016

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Recommendation is for award to McClam & Associates, Inc. in the amount of \$24,539,282.95 and to authorize a 10% construction contingency in the amount of \$2,453,928.30 which brings total contract authorization to \$26,993,211.25. It is additionally recommended to authorize 5% of the low bid for utility relocations which equates to \$1,226,964.15

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

A handwritten signature in blue ink that reads "Rob Perry".

---

Rob Perry  
Director of Transportation

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

A handwritten signature in blue ink that reads "Christy Swofford".

---

Christy Swofford  
Assistant Director of Procurement



**RICHLAND COUNTY**  
**GOVERNMENT**  
Office of the County Administrator

**COUNCIL MEMORANDUM 11-3**

**To:** Council Members  
**From:** Gerald Seals, Interim County Administrators  
**Date:** December 2, 2016  
**Subject:** Rescinding Council Memorandum 10-4

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**Purpose:**

This Council Memorandum 11-3 serves to rescind and replace Council Memorandum 10-4.

**Background:**

Council Memorandum 10-4 regarding the recommended contract award for the Shop Road Extension Project is hereby rescinded and replaced by this Council Memorandum 11-3 for to the following reasons:

1. Upon learning that the selection process for the award of bid for the Shop Road Extension Project was conducted according to a provision in the procurement manual used by the Program Development Team ("PDT") that does not align with the County's Procurement Ordinance, I informed the County Attorney and directed that the Award of Contract be removed from the October 18, 2016 Council agenda, pending a thorough review ("Review") by the County. Accordingly, the recommendation of the Council Memorandum of 10-4 that the bid of C.R. Jackson be selected as opposed to the other bids of Richardson Construction Company and McClam & Associates is rescinded for the reasons noted below.
2. The Review confirmed that the PDT utilized the "Transportation Program Procurement Manual" ("Manual") created by the PDT, which includes a provision that permits the correction or withdrawal of bids after the bid opening. That provision is inconsistent with the Richland County Procurement Ordinance. As noted in the Manual, the Procurement Ordinance supersedes any inconsistent statement in the Manual.
3. Further review revealed the information provided by the PDT to the County Procurement Office, the County Transportation Director and me was inaccurate. Specifically, the County Transportation Director and I were informed by the PDT that Richardson, the apparent low bidder, made a "scrivener's error" on its SLBE committal form. There is nothing in the Richland County Procurement Ordinance that requires the County to grant relief to a bidder that commits anything considered to be a "scrivener's error" and the term is not used in the Ordinance. Regardless, upon review of the bid submittal of Richardson, I determined that Richardson's submittal did not contain a "scrivener's error." On the face of the bid documents, there was no indication from the bid submittal that could lead one to reasonably conclude that the bidder intended to be adequately responsive to the SLBE requirements of the bid or to deemed responsive to the bid solicitation. Even if applicable, a scrivener's error requires the clear evidence of nexus, which does not appear

from the face of the Richardson bid. Further, accepting Richardson's bid submittal would require that County staff assume Richardson's intentions, which would require the County to look beyond the face of the bid submittal and make a subjective determination of intent. Therefore, the County Transportation Director, the County Procurement Office, and I are in agreement that the Richardson bid is non-responsive under the County Procurement Ordinance and the County SLBE Ordinance.

4. The PDT has recommended selection of the second apparent lowest bidder, C.R. Jackson. However, upon further review of this matter, the County Transportation Director, the County Procurement Office, and I agree that the bid of C.R. Jackson is also non-responsive as it failed to meet the County's prescribed SLBE goal for bids on this project. C.R. Jackson after the bids were opened attempted to make what it calls a "good faith" effort to comply with the SLBE goals. However, the bid of C.R. Jackson did not seek a waiver of the SLBE goal at the time of submission of its bid, as required by the County's SLBE Ordinance, and thus any attempts of "good faith compliance" by C.R. Jackson after submission of its bid are irrelevant. Further, the County Transportation Director, County Procurement Office, and I believe that even if a "good faith" effort was required of C.R. Jackson, in our judgment no such good faith effort was demonstrated to the our satisfaction. .
5. Since the Richardson and C.R. Jackson bids are non-responsive, only one bid, that of McClam & Associates, was responsive. The County Transportation Director, County Procurement Office, and I have agree that based on the evaluation criteria in the bid package and the applicable County Ordinances, it is in the best interests of the County that McClam & Associates be awarded the Shop Road Extension Contract.
6. The Review also revealed that the County's current lead procurement officer apparently provides minimal to no procurement oversight when it comes to PDT initiated bids.

**Corrective Actions:**

As a result of the aforementioned information, I have directed administration staff to review all Transportation Penny contracts procured through the PDT and approved by Council within the past year to ensure that the County's Procurement Ordinance is followed.

The Administrator's Office is working with the County's Legal Department to determine the best approach to ensure the PDT operates according to the County's Procurement Ordinance to prevent recurrence of similar incidents.

**Recommendation:**

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further,

**Recommendation:**

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further, McClam was the only bidder that presented a responsive bid that met the DBE and SLBE goals for the project.

In the Spirit of Excellence,



Gerald Seals

## Richland County Council Request of Action

Dated October 21, 2016

Subject: GREEN MIDLANDS, LLC PROJECT – SC JEDA BONDS

### **A. Purpose**

County Council is requested to hold a joint public hearing with the South Carolina Jobs-Economic Development Authority (JEDA) in connection with JEDA's issuance of its not exceeding \$13,875,000 Economic Development Revenue Bonds (GREEN Midlands, LLC Project), in one or more series, (the "Bonds") to benefit GREEN Midlands, LLC, the sole member of which is Greenville Renewable Energy Education Charter School. County Council is also requested to adopt a resolution supporting the bond issuance as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act").

### **B. Background / Discussion**

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs to reduce the cost of capital to business enterprises meeting the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof, and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina. The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the County in which the project is located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is located.

GREEN Midlands, LLC (the "Borrower"), whose sole member is Greenville Renewable Energy Education Charter School, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "School"), which exists to own a charter school. The Borrower has requested that JEDA issue its revenue bonds in the aggregate principal amount of not exceeding \$13,875,000. The proceeds of such bonds will be used to defray the cost of (i) purchasing, constructing, renovating and equipping of a facility located at 7820 Broad River Road, Irmo, South Carolina (the "Project") to be owned by the Borrower and operated by the School to be located within Richland County, South Carolina (the "County"); and (ii) paying certain costs of issuance associated with the Bonds.

A draft resolution in support of the Project located in Richland County is submitted with this request for action.

### **C. Financial Impact**

No funds from Richland County are requested. There will be no pledge of the credit of the County, JEDA or any other governmental entity with respect to the Bonds.

### **D. Alternatives**

1. Approve Richland County's support of the issuance of bonds by JEDA for the GREEN Midlands, LLC Project as required by the Enabling Act.
2. Do not approve Richland County's support of the issuance of bonds by JEDA for the GREEN Midlands, LLC Project as required by the Enabling Act.

**E. Recommendation**

It is recommended that County Council support the issuance of bonds by JEDA for the GREEN Midlands, LLC Project as required by the Enabling Act.

Recommended by: Kathleen C. McKinney, Haynsworth Sinkler Boyd, P.A., Bond Counsel  
Date: 10/24/16

**F. Approvals**

**Finance**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

**Procurement**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

**Grants**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

**Legal**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

**Administration**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

## RESOLUTION

**IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BONDS (GREEN MIDLANDS, LLC PROJECT), IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,875,000.**

**WHEREAS**, the South Carolina Jobs-Economic Development Authority (the "*Issuer*") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "*Act*"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

**WHEREAS**, the Issuer is further authorized by Section 41-43-110 of the Act to issue revenue bonds, payable by the Issuer solely from a revenue producing source and secured by a pledge of said revenues, to defray the cost a business enterprise as defined in the Act; and

**WHEREAS**, the Issuer proposes, subject to such approval of the State Fiscal Accountability Authority of South Carolina and the County Council of Richland County (the "*County Council*") as may be required by law, to issue not exceeding \$13,875,000 aggregate principal amount of its Economic Development Revenue Bonds (GREEN Midlands, LLC Project), in one or more series (the "*Bonds*") in order to defray the cost of (i) purchasing, constructing, renovating and equipping of a facility located at 7820 Broad River Road, Irmo, South Carolina (the "*Project*") to be owned by the GREEN Midlands, LLC (the "*Borrower*"), whose sole member is Greenville Renewable Energy Education Charter School, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "*School*") and operated by the School to be located within Richland County, South Carolina (the "*County*"); and (ii) paying certain costs of issuance associated with the Bonds; and

**WHEREAS**, the Borrower is projecting that the assistance of the Issuer by the issuance of the Bonds will result in the creation or maintenance of employment for those engaged in construction of the facilities of which the Project is an essential and necessary part, by creating employment for approximately 24 people within 12 months when the Project is placed in full operation and approximately 30 people within 24 months when the Project is placed in full operation, with a resulting alleviation of unemployment and a substantial increase in payrolls and other public benefits incident to the conduct of such businesses not otherwise provided locally, and the number of jobs resulting from the assistance authorized herein bears a reasonable relationship to the principal amount of the Bonds;

**WHEREAS**, the County Council and the Issuer have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of the County, as follows:

**SECTION 1.** It is hereby found, determined and declared that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally.

**SECTION 2.** The Project will not give rise to any pecuniary liability of the County or a charge against its general credit or taxing power.

**SECTION 3.** The amount of bonds required to finance the Project is set forth above.

**SECTION 4.** Based on information provided by the Borrower, the documents to be delivered by the Borrower and the Issuer with respect to the Bonds will provide among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

**SECTION 5.** The County Council supports the Issuer in its determination to issue the Bonds to defray the costs related to the Project.

**SECTION 6.** All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this \_\_\_ day of November, 2016.

**RICHLAND COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

I, the undersigned Clerk of the County Council of Richland County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on November \_\_\_\_, 2016, at which meeting a quorum was at all times present.

**WITNESS MY HAND** this \_\_\_\_ day of November, 2016.

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Clerk to County Council of  
Richland County, South Carolina

## RESOLUTION

### **APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF TAX-EXEMPT REVENUE BONDS IN ONE OR MORE SERIES FOR THE BENEFIT OF THE FOUNDATION FOR AFFORDABLE HOUSING, INC. IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$72,000,000**

**WHEREAS**, the County Council of Richland County, South Carolina (the “Council”) has conducted a public hearing to hear from anyone who wished to be heard on the proposed issuance by the Public Finance Authority (the “Authority”), a unit of government and a body corporate and politic of the State of Wisconsin, of its revenue bonds in one or more series (collectively, the “Bonds”), in an aggregate amount not expected to exceed \$72,000,000;

**WHEREAS**, the purpose of the above-described public hearing and this resolution is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code;

**WHEREAS**, the Authority has been requested to issue the Bonds and to lend the proceeds from the sale thereof to the Foundation for Affordable Housing, Inc., a nonprofit corporation (the “Borrower”);

**WHEREAS**, the Borrower will use such proceeds to (1) construct, reconstruct, renovate and equip (i) approximately 150 multi-family housing units, including affordable housing units, located at 1113 Richards Street, Southern Pines, North Carolina 28387 (the “Southern Pines Project”), (ii) approximately 100 multi-family housing units, including affordable housing units, located at 1611 Icemorlee Street, Monroe, North Carolina 28110 (the “Monroe Project”), (iii) approximately 50 multi-family housing units, including affordable housing units, located at 610 S. Peachtree Street, Ahoskie, North Carolina 27910 (the “Ahoskie Project”), (iv) approximately 80 multi-family housing units, including affordable housing units, located at 1400 Trinity Drive, Columbia, South Carolina 29209 (the “Columbia Project”) and (v) approximately 68 multi-family housing units, including affordable housing units, at 1333 Coronet Court, Rock Hill, SC 29730 (the “Rock Hill Project” and collectively with the Southern Pines Project, the Monroe Project, the Ahoskie Project and the Columbia Project, the “Projects”) and (2) pay certain expenses in connection with the authorization and issuance of the Bonds;

**WHEREAS**, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries a project is located, which with respect to the Columbia Project is Richland County, South Carolina; and,

**WHEREAS**, the Borrower has requested that the Council approve the financing and refinancing of the Projects, and the issuance of the Bonds in an amount not to exceed \$72,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers

Agreement Relating to the Public Finance Authority, dated as of September 28, 2010, and Section 66.0304(11)(a) of the Wisconsin Statutes;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY, SOUTH CAROLINA:**

Section 1. For the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, the Council hereby approves the issuance of the Bonds by the Authority for the purpose of providing funds to finance and refinance the Projects, *provided that* in no event shall Richland County, the State of South Carolina or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of Richland County, the State of South Carolina or any political subdivision thereof. It is the purpose and intent of the Council that this resolution constitute approval of the issuance of the Bonds by the applicable elected representative of the Project Jurisdiction for the Columbia Project, which is the governmental unit having jurisdiction over the area in which the Columbia Project is located, in accordance with Section 147(f) of the Code and Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

Section 2. This resolution shall take effect immediately upon its passage.

Adopted this 6th day of December, 2016.

**RICHLAND COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
Chairman, County Council

ATTEST:

\_\_\_\_\_  
Clerk to County Council

**STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

I, the undersigned Clerk of the County Council of Richland County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on December 6, 2016, at which meeting a quorum was at all times present.

**WITNESS MY HAND** this \_\_\_\_\_ day of December, 2016.

\_\_\_\_\_  
Clerk to County Council of  
Richland County, South Carolina

**EXTRACTS FROM MINUTES OF THE COUNTY COUNCIL**

The County Council for Richland County, South Carolina (the “County”) held a regular meeting at the Richland County Administration Building located at 2020 Hampton Street, 2<sup>nd</sup> Floor, Columbia, South Carolina 29202, the regular place of meeting, at 6:00 p.m. on December 6, 2016. The following members of the County Council were:

Present:

Absent:

\* \* \* \* \*

The Chairman opened the public hearing to consider the foregoing Resolution.

**WHEREAS**, at [6:00] P.M., the Chair announced that the County Council (the “Council”) would proceed to hold a public hearing and would hear anyone who wished to be heard on the proposed issuance by the Public Finance Authority (the “Authority”), a unit of government and a body corporate and politic of the State of Wisconsin, of its revenue bonds in one or more series (collectively, the “Bonds”), in an aggregate amount not expected to exceed \$72,000,000;

**WHEREAS**, on November 22, 2016 a notice of public hearing was published in *The State*, setting forth a general, functional description of the type and use of the facilities to be financed and refinanced, the maximum principal amount of the Bonds, the initial owner, operator or manager of the facilities and the location of the facilities, among other things;

**WHEREAS**, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows:

**[None.]**

**WHEREAS**, the Chair inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Chair determined that no other persons who wished to speak at the public hearing were found; and

**WHEREAS**, the Council had heard all persons who had requested to be heard, Councilmember\_\_\_\_\_ moved that the public hearing be closed. The motion was adopted unanimously.

Thereafter, Councilmember \_\_\_\_\_ moved to adopt the foregoing Resolution with a second by Councilmember \_\_\_\_\_, a copy of which had been distributed to each Councilmember. The foregoing resolution was adopted unanimously.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION JEFFREY K. OSTEN AS  
A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,  
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Jeffrey K. Osteen is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County's building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jeffrey K. Osteen shall not perform any custodial arrests in the exercise of his duties as code enforcement officers. This appointment shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County to enforce the County's building regulations.

**ADOPTED THIS THE \_\_\_\_ DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Torrey Rush, Chair  
Richland County Council

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION LOU DINKINS AS A  
RESIDENTIAL BUILDING INSPECTOR FOR THE PROPER SECURITY,  
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Lou Dinkins is hereby appointed and commissioned as a Residential Building Inspector of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County's building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Lou Dinkins shall not perform any custodial arrests in the exercise of her duties as residential building inspector. This appointment shall remain in effect only until such time as the individual so appointed is no longer employed by Richland County to enforce the County's building regulations.

**ADOPTED THIS THE \_\_\_\_ DAY OF DECEMBER, 2016.**

\_\_\_\_\_  
Torrey Rush, Chair  
Richland County Council

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