

RICHLAND COUNTY

ADMINISTRATION & FINANCE

COMMITTEE AGENDA



Tuesday, SEPTEMBER 28, 2021

6:00 PM

COUNCIL CHAMBERS

The Honorable Bill Malinowski, Chair

County Council District 1

The Honorable Yvonne McBride

County Council District 3

The Honorable Joe Walker

County Council District 6

The Honorable Overture Walker

County Council District 8

The Honorable Jesica Mackey

County Council District 9

RICHLAND COUNTY COUNCIL 2021



Bill Malinowski
District 1
2018-2022



Derrek Pugh
District 2
2020-2024



Yvonne McBride
District 3
2020-2024



Paul Livingston
District 4
2018-2022



Allison Terracio
District 5
2018-2022



Joe Walker III
District 6
2018-2022



Gretchen Barron
District 7
2020-2024



Overture Walker
District 8
2020-2024



Jessica Mackey
District 9
2020-2024



Cheryl English
District 10
2020-2024



Chakisse Newton
District 11
2018-2022





Richland County Administration & Finance Committee

September 28, 2021 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Bill Malinowski
2. **APPROVAL OF MINUTES** The Honorable Bill Malinowski
 - a. Regular Session: July 27, 2021 [PAGES 7-14]
3. **APPROVAL OF AGENDA** The Honorable Bill Malinowski
4. **ITEMS FOR ACTION** The Honorable Bill Malinowski
 - a. Treasurer's Office - Federal Forestry Funds [PAGES 15-21]
 - b. Coroner's Office - Professional Pathology Services [PAGES 22-25]
 - c. Waverly Magistrate Lease Extension [PAGES 26-41]
 - d. Public Defender Lease Agreement [PAGES 42-50]
 - e. Public Defender Positions [PAGES 51-61]
 - f. General Obligation Bond Ordinance - Public Safety Complex [PAGES 62-85]
 - g. Alvin S. Glenn Detention Center - Award of Fire and Security Control Maintenance Contract [PAGES 86-88]
 - h. Business License Ordinance Amendment to comply with SC Act 176 [PAGES 89-107]
 - i. Neighborhood Matching Grant Guidelines [PAGES 108-140]
 - j. Ordinance Amendment, Chapter 2, Administration, Purchase Negotiations [PAGES 141-143]

5. ITEMS PENDING ANALYSIS: NO ACTION REQUIRED

- a. I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride]

**Staff does not have an update for this item.

6. ADJOURN



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
Administration & Finance
July 27, 2021 –6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

COMMITTEE MEMBERS PRESENT: Bill Malinowski, Chair, Yvonne McBride, Overture Walker and Jesica Mackey

OTHERS PRESENT: Paul Livingston, Allison Terracio, Chakisse Newton, Derrek Pugh, Gretchen Barron, Cheryl English, Michelle Onley, Angela Weathersby, Tamar Black, Leonard Brown, Elizabeth McLean, Kyle Holsclaw, Dale Welch, Jennifer Wladischkin, Randy Pruitt, Sierra Flynn, Michael Byrd, Mike Maloney, Lori Thomas, John Thompson, Stacey Hamm, Ashiya Myers, Bill Davis, Ronaldo Myers, Dwight Hanna, Judge Edmond, James Hayes and Brian Crooks

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 5:03PM.

2. **APPROVAL OF MINUTES**

- a. **Regular Session: June 22, 2021** – Ms. McBride noted she was present at the June 22nd meeting, and requested the minutes be updated to reflect that.

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

In Favor: Malinowski, McBride, Mackey

Not Present: J. Walker and O. Walker

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. McBride moved, seconded by Ms. Mackey, to approve the agenda as published.

In Favor: Malinowski, McBride, and Mackey

Not Present: J. Walker and O. Walker

The motion in favor was unanimous.

4. **ITEMS FOR ACTION**

- a. **Treasurer's Office – Federal Forestry Funds** – Mr. Brown stated the Treasurer submitted a letter and historical information on what Council has previously handled the receipt of Federal Forestry funds, and requested Council use the information in making their decision with the current funds.

Ms. McBride inquired, if there is a funding percentage amount requirement, as it relates to the

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County and/or schools.

Mr. Malinowski responded there was not a requirement. He inquired if Council would like to give the bulk of the funds to road maintenance, since the status of the fee is unknown.

Ms. Mackey noted Council has not fully discussed potentially losing the maintenance fund fee, and she felt it was premature to allocate the funds to road maintenance. Historically, the funds were split with the schools. They might want to consider reducing the amount instead of completely cutting them off.

Mr. Malinowski inquired if this item was time sensitive.

Mr. Brown responded there was not an indication this matter had to be voted on immediately.

Ms. McBride stated, in spite of the road maintenance fee, we are in dire need of maintenance on the roads. She noted these funds are not received annually, and we adequately fund the school system without these funds.

Ms. McBride moved to allocate 100% of the funds to the road maintenance budget.

Ms. Mackey noted she would like to be provided additional information before making a decision.

Ms. McBride withdrew her motion.

Ms. McBride moved, seconded by Ms. Mackey, to defer this item until the next meeting.

In Favor: Malinowski, McBride, and Mackey

Not Present: J. Walker and O. Walker

The vote for deferral was unanimous.

- b. **Department of Public Works – Subdivision Resurfacing** – Mr. Maloney stated this item relates to a list approved on December 15th by Council for the County Transportation Improvement Program. (CTIP) funding. He noted they are at the procurement stage of awarding the contract, which was below the engineer’s estimate.

Ms. Mackey inquired about the company selected and their performance on previous projects for the County.

Ms. Wladischkin responded they do evaluate the contractors that submit the lowest bids, and look at their performance. The County does not have a program that would prohibit awarding to a contractor who did not perform, unless it rose to the level of a contract default or termination.

Ms. Mackey stated, for clarification, they could be awarding to a contractor, with the lowest bid, which had previously not performed well.

Ms. Wladischkin responded in the affirmative.

Ms. Mackey noted she had some concerns about contractors that did not complete work in the original contract timeframe, but are continuously picked for future projects.

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Ms. McBride moved, seconded by Ms. Mackey, to forward to Council with a recommendation to approve staff's recommendation to approve the award of a contract for construction to Palmetto Corp of Conway, South Carolina, in the amount of \$1,512,467.30.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- c. **Department of Public Works – Pavement Preservation** – Mr. Maloney stated this item is for pavement preservation services using high-density mineral bond. They chose roads that would be best suited for this type of material to keep the roads a high level for an overall longer life cycle.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve staff's recommendation to award a contract for pavement preservation services utilizing Density Mineral Bond technology to Blount Construction Co., Inc., in the amount of \$255,921.79.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The motion in favor was unanimous.

- d. **Department of Public Works – Asphalt Preservation** – Mr. Malinowski inquired if the words pavement and asphalt are being used interchangeably.

Mr. Maloney responded in the affirmative. He noted they used the different words to discern them on the agenda.

Mr. O. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve staff's recommendation to award a contract for pavement preservation services utilizing "Pitch Black" product to Weaver Construction Services in the amount of \$293,135.65.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- e. **Emergency Services Department – Cardiac Monitors** – Mr. Brown noted staff recommends the award of a contract to LIFEPAK15, by Stryker, for the purchase of EKG machines, with GEO bonds.

Mr. O. Walker moved, seconded by Ms. McBride, to forward to Council with a recommendation to approve staff's recommendation to purchase EKG machines from LIFEPAK15 by Stryker.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous.

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July 27, 2021**

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- f. **Utilities Department – Approval of Connect 2312 and 2314 Johnson Marina Road, Chapin, SC 29036 to RCU sewer system at Point De Haven Road** – Mr. Brown noted staff is requesting the approval of the willingness to serve for the single home connections.

Ms. McBride inquired if there is any reason this should not be approved.

Mr. Davis responded there is no reason not to approve.

Ms. McBride moved, seconded by Mr. O. Walker, to forward to Council with a recommendation to approve the request to serve the proposed two single-family homes connection.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- g. **Alvin S. Glenn Detention Center – Sprinkler Head Replacement** – Mr. Brown stated staff's recommendation is to replace the outdated and obsolete sprinkler heads.

Ms. McBride moved, seconded by Ms. Mackey, to forward to Council with a recommendation to approve the fire suppression sprinkler head replacement upgrade.

Mr. Malinowski inquired if the bid was below the engineer's estimate.

Ms. Wladischkin responded there was not an engineer's estimate. There was research done by the department to encumber the funds and the bid was below that amount.

Ms. Terracio inquired if all the sprinkler heads had to be replaced in 5 detainee housing units, and the status on the remaining ones.

Mr. Myers responded Phase V was the only phase left. The other sprinklers were done over the last 3 years.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous.

- h. **Alvin S. Glenn Detention Center – Electronic Monitoring** – Mr. Brown stated staff recommended awarding the contract for electronic monitoring services to Offender Management in the amount of \$80,250 per month. He stated this program was originally designed to be paid for by the detainees; however, it now costs Richland County \$650,000 annually.

Mr. Malinowski noted this was previously before Council for approval.

Mr. O. Walker inquired about the criteria used to determine the ranking.

Ms. Wladischkin responded the scoring criteria is capability, relevant experience, recent/current project workloads, related experience on similar projects, location and costs.

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Mr. O. Walker inquired if there is a way to gauge the quality of service Offender Management provides.

Mr. Myers responded, as far as the Detention Center, they have been responsive and they have not had any issues.

Mr. O. Walker stated, as a practicing criminal defense attorney, he has heard different things about Offender Management. He was curious if those concerns have ever worked their way up to County Administration.

Ms. Mackey inquired if there was any discussion about handling the rising costs.

Mr. Brown responded individuals who meet the criteria to enter the program is not something decided by Council. He noted we have the monitoring resource rather than the detained resource.

Ms. Newton noted there were several parts to the monitoring, and we want to make sure we are providing for the indigent. From a policy perspective, we do not control when monitoring is required. She suggested having conversations with the Magistrate judges to understand the situations where electronic monitoring is required, so Council could make future funding plans.

Mr. O. Walker noted the decision to use electronic monitoring is made by the judge when someone appears for their bond.

Ms. McBride thanked the judges for using the electronic monitoring system. Often indigent detainees do not have the money for high power attorney, and they end up in jail. This is an alternative for those who are economically deprived.

Mr. Malinowski noted the briefing document states the electronic monitoring program has allowed the County to reduce the need to build additional housing units. He inquired, with the rising costs of the monitoring system, how long it would take until they are on the other side and it would be more economical to build additional units.

Mr. Myers responded each 56-bed housing unit costs \$5 - \$7M depending on the level of supervision needed.

Ms. McBride moved, seconded by Ms. Mackey, to forward to Council with a recommendation to approve staff's recommendation to award the contract, for electronic monitoring services, to Offender Management.

Mr. Malinowski stated, with the County paying 75% of the monitoring fee, the finances of the offender should be looked at to determine if they can afford to pay for the monitoring themselves. He noted he has also heard complaints about Offender Management Services, and how they treat the citizens making payments. He noted Offender Management Services received a 96.79 out of 100, and the 2nd ranked offeror received a 96. The cost proposal for Offender Management was is \$2,500 higher than the 2nd ranked offeror. He suggested choosing the 2nd ranked to see if they would provide better service to the clients.

Mr. Malinowski made a substitute motion to make an offer to the 2nd ranked offeror Sentinel Offender Services, LLC.

Ms. McBride inquired if this was within our policy.

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Ms. Wladischkin responded the award should go to the highest ranked offeror, unless we are unable to reach a negotiated contract.

Mr. Malinowski inquired if we could negotiate at the lesser amount.

Ms. Wladischkin responded in the affirmative.

Mr. Malinowski amended his substitute motion to negotiate with the highest ranked offeror, and request they met the price proposed by the 2nd ranked offeror.

Ms. McBride inquired if it was legal to go back and renegotiate with the 2nd bidder.

Ms. Wladischkin responded we should not be disclosing any of the information in open session, but we can negotiate the terms and costs of the contract with the highest ranked offeror as a part of the RFP process.

The substitute motion died for lack of a second.

Mr. O. Walker stated it made sense to continue the program from a fiscal standpoint. He noted the cost to the taxpayer to keep someone in jail is higher. The cost of the monitors is about \$300 a month versus the cost to house a detainee at the Detention Center is about \$50 - \$55 a day.

Ms. Mackey stated she had not heard any complaints, but she believes the user's customer service experience mattered, and should be a consideration when evaluating their performance. "Did they deliver on customer service?" "Did they meet in a timely fashion?" "Are they available to the users?" If that is not in the ranking, we are continuously giving taxpayer dollars to companies that are not doing what they should for the residents.

Mr. Malinowski noted someone should bring these concerns up during the negotiations, and possibly change how they do business to be more amendable and available for the clients.

In Favor: McBride, O. Walker, Mackey

Opposed: Malinowski

Not Present: J. Walker

The vote was in favor.

- i. **Negotiation for Contract to design Public Safety Complex** – Mr. Brown stated staff's recommendation is enter into negotiations with the top ranked firm. If an agreement cannot be reached, they will negotiate with the next highest ranked offeror. This will allow them to move forward with the design of the consolidated public safety complex.

Mr. Malinowski inquired about the seven submittals and why the briefing documents only showed three.

Ms. Wladischkin responded the others were shortlisted to just the top three offers.

Ms. Mackey moved, second by Mr. O. Walker, to forward to Council with a recommendation to approve staff's recommendation to enter into negotiations with the top ranked firm. If the County

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cannot reach mutually agreeable terms with the top ranked offeror, negotiations will be terminated and will be resumed with the 2nd highest ranked offer. Upon successful negotiations, a recommendation of award will be presented to Council for approval.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous

- j. **Public Safety Bond Resolution** – Mr. Brown stated staff’s recommendation is for approval of the reimbursement resolution for expenses, not to exceed \$20M, related to the issuance of general obligation bonds to acquire, construct, renovate, improve, and equip the public safety complex at the former Burlington building at Columbia Place Mall.

Ms. Mackey moved, second by Mr. O. Walker, to forward to Council with a recommendation to approve staff’s recommendation to approve the reimbursement resolution for expenses not to exceed \$20M related to the issuance of GO bonds to acquire, construct, renovate, improve and equip the Public Safety Complex at the former Burlington Building at Columbia Place Mall.

In Favor: Malinowski, McBride, O. Walker, Mackey

Not Present: J. Walker

The vote in favor was unanimous

- k. **Request from Chief Magistrate – Bond Court Consolidation** – Mr. Malinowski introduced new Chief Magistrate David Scott.

Judge Edmond stated there have been ongoing discussions regarding Bond Court Consolidation since December 2019. He noted the City of Columbia wanted to get an accurate number, so they could consider potentially consolidating bond courts. It was noted the County has been handling the City’s bond court during the pandemic.

Mr. Malinowski stated, for clarification, the County has been handling the City’s bond court for the last 16 months.

Judge Edmunds responded in the affirmative.

Mr. Malinowski inquired if the County will be reimbursed for the work they are currently doing.

Judge Edmond stated he was not able to answer that question, but they could certainly negotiate with the City of Columbia.

Mr. Mackey moved, seconded by Mr. O walker, to forward to Council with a recommendation to implement a consolidation plan of Columbia Bond Court and Richland County Bond Court. The Bond Court Consolidation plan will overhaul this arrangement and allow Richland County to handle the entire bond process from the City – from actually setting the bonds to handling posting the bonds. The County currently handles the bond process for several other municipalities, including Forest Acres, Irmo, Cayce, etc.

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Ms. McBride moved, seconded by Mr. Malinowski, to defer this item.

In Favor: Malinowski, and McBride

Opposed: O. Walker and Mackey

Not Present: J. Walker

The motion for deferral failed.

In Favor: O. Walker and Mackey

Opposed: Malinowski and McBride

Not Present: J. Walker

The original motion for approval failed.

Mr. Malinowski inquired if the item would stay in committee since they were out of time.

Ms. McLean responded that it would go forward like any other item.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. **I move that Richland County Council direct the County Administrator and his staff to conduct an equity and inclusive assessment of Richland County Administrative policies and services; and provide recommendations for a comprehensive approach to advancing equity for people of color, women and others who have been historically under- served, marginalized, and adversely affected by persistent inequality. By advancing equity across Richland County Government, we can create opportunities for the improvement of businesses, communities and individuals that have been historically under-served, which will benefit all of Richland County. Appropriate assessments will better equip Richland County to develop policies and programs that deliver resources and benefits equitably to all. [McBride]** – No action was taken.

6. **ADJOURNMENT** – The meeting adjourned at approximately 7:01PM.

**Administration and Finance Committee
July 27, 2021**

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Agenda Briefing

Prepared by:	David A. Adams		Title:	Treasurer	
Department:	Treasurer's Department	Division:			
Date Prepared:	June 09, 2021	Meeting Date:	July 27, 2021		
Legal Review	Elizabeth McLean via email		Date:	July 01, 2021	
Budget Review	James Hayes via email		Date:	June 21, 2021	
Finance Review	Stacey Hamm via email		Date:	June 21, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM			
Committee	Administration & Finance				
Subject:	Resolution to Distribute \$684,752.95 in Federal Forestry Funds				

RECOMMENDED ACTION:

1. Approve the Resolution allocating \$684,752.95, of which 50% (\$342,376.47) will be apportioned to public schools, and the remaining 50% (\$342,376.48) for the construction and/or improvement of public roads; or,
2. Approve the Resolution allocating \$684,752.95 using a proportion other than 50/50 for distribution between public schools and roads.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?		Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?		Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

A total of \$684,752.95 will be divided according to a ratio set forth by Council for the benefit of public schools and public roads. There are no costs to the County associated with this request.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Richland County Treasurer has received checks from the Office of the State Treasurer for Federal Forestry Funds. Council is requested to approve a Resolution distributing these funds. Federal Forestry Funds are generated based on a portion of the net proceeds generated by the sale of forest products extracted from McEntire Air Force Base and other military installations located within Richland County. The total amount of forestry funds available at this time for allocation by Council is \$684,752.95. Note: these funds are not received annually.

Pursuant to Title 10, §2665(e)(2) of the United States Code of Laws, "the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated."

Since the SC Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, the specific amounts to be allocated for the benefit of public schools and public roads of Richland County are at the discretion of Richland County Council.

The last time that Richland County Council allocated federal forestry funds, which totaled \$32,766.26, was in February 2018. The Resolution allocated 50% to Richland School District One, Richland School District Two, and Richland / Lexington School District Five, to be apportioned according to the respective student population of each school district. The remaining 50% was allocated to the Road Maintenance Fund of the County, to be used for the construction and/or improvements of public roads within the County.

Prior to 2018, in 2017, 2014, 2012 and 2011, Council allocated the funds in the same manner (50% public schools; 50% public roads}.

If Council proceeds with the 50% allocation for the schools, the amounts per School District will be as follows:

School District	Number of Students	Allocation
Richland School District One	23,284 *	\$115,157.51
Richland School District Two	28,493*	\$140,920.07
Richland / Lexington School District Five	17,449**	\$ 86,298.89

Sources: *SC Annual School District Report Card Summary

**Richland / Lexington School District Five - District 5 students who live in Richland County

ADDITIONAL COMMENTS FOR CONSIDERATION:

Previous, related Council actions are provided below:

- **2011:** Council allocated 50% of the funds (\$2,640.89) to the schools, and 50% of the funds (\$2,640.89) to public roads.
- **2012:** Council allocated 50% of the funds (\$3,700) to the schools, and 50% of the funds (\$3,700) to public roads.
- **2014:** Council allocated 50% of the funds (\$3,845.20) to the schools, and 50% of the funds (\$3,845.20) to public roads.
- **2017:** Council allocated 50% of the funds (\$12,163.49) to the schools, and 50% (\$12,163.50) of the funds to public roads.
- **2018:** Council allocated 50% of the funds (\$16,383.13) to the schools and 50% (\$16,383.13) of the funds to public roads.

ATTACHMENTS:

1. Correspondence from Treasurer Adams
2. Resolution

COUNTY OF RICHLAND
OFFICE OF COUNTY TREASURER



DAVID A. ADAMS
COUNTY TREASURER

P.O. BOX 11947
Columbia, SC 29211
(803) 576-2275
TDD (803) 748-4999

9 June 2021

To: Richland County Council

From: David A. Adams, Richland County Treasurer 

RE: Distribution of Federal Forestry Funds

Please note that the Richland County Treasurer's Office has received checks for Federal Forestry Funds totaling \$684,752.95. These are not funds received annually.

According to Title 10, Section 2665 (E) the United States Code of Laws, these funds may only be used for County public roads and schools.

These funds were last allocated by resolution of Richland County Council in February 2018. Please see attached for reference.

Please contact me with any questions or clarifications.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION OF THE

RICHLAND COUNTY COUNCIL

A RESOLUTION TO ALLOCATE FEDERAL FORESTRY FUNDS

WHEREAS, the State of South Carolina receives forty percent (40%) of the net proceeds from the sale of forest products on land owned or leased by a military department; and

WHEREAS, the Office of the State Treasurer issues a check to Richland County representing a share of federal monies generated at McEntire Air Force Base and at other military installations located within the County; and

WHEREAS, the Richland County Treasurer currently has a total of \$684,752.95 in Military Forest Fund monies, which was received from the Office of the State Treasurer; and

WHEREAS, pursuant to 10 U.S.C. §2665(e)(2), "the amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated"; and

WHEREAS, the South Carolina Legislature has not enacted, to date, any law prescribing how these funds are to be allocated, so that allocation must be determined for the benefit of both the public schools and public roads of Richland County;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby allocate the Military Forest Funds of \$684,752.95 as follows:

50% (\$342,376.47) to Richland School District One, Richland School District Two, and Richland/Lexington School District Five, to be apportioned according to the respective student population of each school district; and

50% (\$342,376.48) to be transferred to the Road Maintenance Fund of Richland County, to be used for the construction and/or improvement of public roads within the County.

ADOPTED THIS the _____ day of _____, 2021.

By: Paul Livingston
Its: County Council Chair
Richland County Council

ATTEST:

Clerk to Council



Agenda Briefing Addendum

Prepared by:	Stacey Hamm	Title:	Director
Department:	Finance	Division:	
Contributor:	Kendra Dove	Title:	Deputy Treasurer
Date Prepared:	August 30, 2021	Meeting Date:	July 27, 2021
Approved for Consideration:	Assistant County Administrator		
Committee:	Administration & Finance		
Agenda Item:	4a: Treasurer's Office - Federal Forestry Funds		

COUNCIL INQUIRY #1:

Do the funds have to go to both schools and public roads?

Reply:

The South Carolina Treasurer's Office indicated that, based on their research, there are no percentage requirements or other requirements that the funds must be split between public schools and public roads. Funds may be allocated to one purpose; however, it was stressed that if applying funds to the road fund, the funds must be spent strictly on public roads.

ADDITIONAL COMMENTS FOR CONSIDERATION:

The County Attorney's Office continues to monitor the road maintenance fee litigation.

ATTACHMENTS:

1. 10 U.S. Code § 2665 - Sale of certain interests in land

We are distributing funds, pursuant to USAF Installations Law, Title 10, US Code, Section 2665, as amended. Please note funds are to be used for the benefit of public schools and public roads of the county. Please complete and return the included Compliance Form to our office by July 31, 2021 for our State Audit.

Title 10, U.S.C. 2665 (E).

(e)(1) Each State in which is located a military installation or facility from which forest products are sold in a fiscal year is entitled at the end of such year to an amount equal to 40 percent of (A) the amount received by the United States during such year as proceeds from the sale of forest products produced on such installation or facility, less (B) the amount of reimbursement of appropriations of the Department of Defense under subsection (d) during such year attributable to such installation or facility.

(2) The amount paid to a State pursuant to paragraph (1) shall be expended as the State legislature may prescribe for the benefit of the public schools and public roads of the county or counties in which the military installation or facility is situated.

(3) In a case in which a military installation or facility is located in more than one State or county, the amount paid pursuant to paragraph (1) shall be distributed in a manner proportional to the area of such installation or facility in each State or county.

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Christy Brazell		Title:	Deputy Coroner	
Department:	Coroner's Office	Division:			
Date Prepared:	August 5, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email		Date:	August 25, 2021	
Budget Review	James Hayes via email		Date:	August 23, 2021	
Finance Review	Stacey Hamm via email		Date:	September 13, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Administration & Finance				
Subject:	Approval of Professional Pathology Services (PPS) for Autopsy				

STAFF'S RECOMMENDED ACTION:

The Coroner recommends approval of autopsy services to Professional Pathology Services (PPS) in the amount of \$700,000.00 for fiscal year 21/22.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding is available in the current Coroner's budget for \$700,000.00 for autopsy services. PPS has provided these services for the Coroner's office for several years through Prisma Richland Morgue.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

Though the County Attorney's Office does not have any objections, it is recommended that the contents of the letter be memorialized into a formal contract. Procurement is drafting a contract which will be reviewed by the County Attorney's Office prior to execution.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The approval of the services is necessary to complete exams and autopsies on the deceased. Should this action be denied, it will pose a significant health risk to the community. County Council has approved these services to this contractor for many years. PPS is the only company locally that can perform the services required. This action does not require an ordinance amendment.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Contract between Richland County Coroner and Professional Pathology Services



July 28, 2021

Naida Rutherford, Coroner
Richland County Coroner's Office
6300 Shakespeare Road
Columbia, SC 29223

RE: Forensic Autopsy Services provided by PPS

Dear Coroner Rutherford:

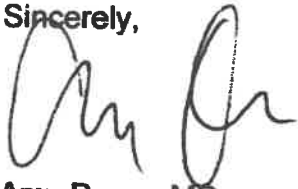
This letter is our statement of intent for PPS to continue to provide forensic autopsy services for the Richland County Coroner's Office for July 1, 2021-July 1, 2022 at the current cost of \$1500 per full autopsy and \$110 per external exam and/or medical record review. PPS will be the sole provider of autopsy services for the Richland County Coroner's Office, except for rare extenuating circumstances with conflicts of interest.

Our services will continue to include only American Board of Pathology endorsed pathologists with additional board certification in forensic pathology to perform all autopsies and forensic exams. PPS will continue to provide their own autopsy assistants and histology services. PPS will perform autopsies daily and in a timely manner and Forensic Pathologists will be available by phone to consult with you and your deputy coroners as needed. In addition, our forensic pathologists will continue to provide expert court testimony and consultation with prosecuting and defense attorneys in Criminal Court cases regarding autopsies that we performed. This is a service rendered by PPS at no extra cost to your office or Richland County.

PPS forensic pathologists will continue to perform autopsy services at the Prisma Health Richland Morgue per the agreement between the Richland County Coroner's Office and Prisma Health. RCCO will continue to provide supplies, including personal protective equipment, autopsy equipment, and basic office supplies as needed for the Pathologists to complete Richland County forensic autopsies and exams.

We hope to continue our service to the Coroner's Office and the people of Richland County.

Sincerely,



Amy Durso, MD
Forensic Pathologist
Director of Pathology Services
Professional Pathology Services



Bradley J. Marcus, MD
Managing Partner
Professional Pathology Services

Please sign below to indicate your acceptance of this agreement.



Naida Rutherford, Coroner
Richland County Coroner's Office

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	M. David Scott	Title:	Chief Judge
Department:	Magistrate's Department	Division:	
Date Prepared:	August 24, 2021	Meeting Date:	September 28, 2021
Legal Review	Elizabeth McLean via email	Date:	August 27, 2021
Budget Review	James Hayes via email	Date:	September 13, 2021
Finance Review	Stacey Hamm via email	Date:	August 26, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Waverly Magistrate Lease Extension		

STAFF'S RECOMMENDED ACTION:

The Chief Magistrate recommends renewing the lease for three (3) years for the property located at 2712 Middleburg Road, Columbia, 29204 for use by the Waverly Magistrate.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The renewal proposes a rental fee increase of \$120 per month over the previous lease. The owner explained that the current rental market is very favorable to landlords, and that property taxes and costs of building upkeep have increased since the last rent increase which was approximately twelve (12) years ago. In my opinion, the proposed increase is modest and reasonable.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no Council motion associated with this request.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The Waverly Magistrate's office is presently located in leased office space at 2712 Middelburg Road, Columbia, 29204. The original lease was executed in August 2000 and has since been extended a number of times. The most recent extension was executed in October of 2019 and extended the lease for two additional years.

Executing the extension serves the citizens of Richland County by maintaining the Waverly Magistrate office in the same familiar location where it has been for more than 20 years. All alternatives to not renewing the lease require finding a suitable substitute location at a competitive cost. Some services could be interrupted during this search.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Proposed Three (3) Year Lease Extension

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this ____ day of _____, 2021 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease, attached hereto and incorporated herein by reference, for an additional period of three (3) years upon the same terms and conditions except the rental rate shall be \$38,400 per year payable in equally monthly installments of \$3,200. This three-year extension shall commence November 1, 2021, and terminate October 31, 2024. Provided, Landlord acknowledges that the County is a governmental entity, and the Lease validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Lease, then this Lease shall automatically expire without penalty to County after written notice to Landlord of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD: WOODLAND VILLAGE, LLC

By _____
Robin H. Dial

TENANT: RICHLAND COUNTY

By _____

WOODLAND VILLAGE PARTNERSHIP

2712 MIDDLEBURG DRIVE
SUITE 208
COLUMBIA, SOUTH CAROLINA 29204
(803) 799-1229

September 13, 2000

Richland County
Attn: Milton Pope
P.O. Box 192
Columbia, SC 29202

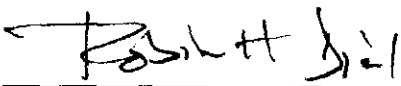
RE: Commencement Date of Lease for Suite 106, Middleburg Plaza

Dear Sirs:

Please accept this letter as a Lease Commencement Date Agreement for your space in Suite 106, Middleburg Plaza Office Building, 2712 Middleburg Drive, Columbia, South Carolina. The lease will commence on September 15, 2000 and the initial term shall terminate September 14, 2005. Please sign below and return one copy for our records.

Sincerely,

WOODLAND VILLAGE PARTNERSHIP

By 

AGREED:



THE MIDDLEBURG PLAZA OFFICE BUILDING

2712 Middleburg Drive

Columbia, South Carolina 29204

LEASE

THIS LEASE made and entered into this 14th day of August, 2000 by and between Woodland Village Partnership, hereinafter called "Landlord," and Richland County, hereinafter called "Tenant."

WITNESSETH:

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

A. DEMISED PREMISES:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord for the term and upon the rental, covenants and agreements herein set forth those certain premises located in the State of South Carolina, County of Richland, City of Columbia in The Middleburg Plaza Office Building, 2712 Middleburg Drive. Said premises are known as Suite 106 consisting of approximately 2,950 square feet and are shown in red on Exhibit A.

B. TERM AND DELIVERY OF PREMISES:

TO HAVE AND TO HOLD the said premises unto Tenant for a term of Five (5) years, beginning on the 15th day of September, 2000 and ending on the 14th day of September, 2005.

However, if for any reason Landlord fails to give possession of the demised premises on September 15, 2000, then this lease and payment of rent will commence as of the day possession is given. If the term of this lease shall commence on a day other than the first day of a calendar month, rental shall be paid by the portion of the month in proportion to the monthly rental rate as herein provided and the term provided for in this lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

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

1. RENT: Tenant agrees to pay as rental to Landlord, the annual sum of Thirty Five Thousand Four Hundred and no/100 (\$35,400.00) Dollars, said sum to be in lawful money of the United States, payable in equal monthly installments of Two Thousand Nine Hundred Fifty and no/100 (\$2,950.00) Dollars. Said rental shall be payable monthly in advance to the office of Woodland Village Partnership. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. In the event Tenant shall fail to pay each rental on the due date or within ten (10) days thereafter, a late charge of two (2%) percent of the monthly rental or \$25.00, whichever is greater, shall be added to the rental for each such late payment and the same shall be treated as additional rent.

2. AUTHORIZED USE: Premises are to be used only for executive, general administrative and office purposes and such other purposes as are usual in connection therewith pertaining to the Tenant's business as the Waverly Magistrate and for no other purposes. Tenant agrees not to abandon or vacate the leased premises or use or permit them to be used for any offensive, noisy or dangerous trade or business, or any use in violation of laws, ordinances, and regulations of any governmental body or authority applicable to the premises. Tenant will not obstruct entries and passageways so as to interfere with use thereof by other tenants.

3. TENANT ALTERATIONS: Tenant shall not make, or suffer to be made, any alterations of the premises, or any part thereof, without the written consent of the Landlord. Any such improvements made with permission or without permission such as permanent partitions, wall to wall carpet, lighting, attached shelving, etc. shall

Please Initial: Landlord EHD Tenant [Signature]

at the option of Landlord become the property of Landlord without its obligation to pay for same and such property may not be removed unless requested by Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time any damage to the premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the premises free and clear of any lien or encumbrance of any kind created by Tenant's acts under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, acts of God excepted. Tenant shall replace all broken glass in the leased premises except when such may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, wilful or otherwise, to the premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the premises during the term of this lease the following services and utilities only as specifically indicated:

- (a) electricity, heating and air conditioning during the hours of 7:00 a.m. to 9:00 p.m., Monday through Friday. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, adding machines and computers.
- (b) hot and cold running water
- (c) janitorial service in accordance with usual and customary schedule.
- (d) replacement light bulbs (fluorescent or building standard only)

Landlord reserves the right to stop service temporarily on any of the foregoing because of accident or emergency or for repairs, alterations, replacement or improvements that are necessary or desirable in Landlord's judgment.

7. **ADJUSTMENTS IN RENT: NOT APPLICABLE**

8. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the premises at reasonable times for the purpose of inspection or exhibiting the same to prospective purchasers or tenants, posting notices or supervising any necessary repairs, maintenance or modification required herein to be performed by Landlord to the same or any adjoining space.

9. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold its consent unreasonably for Tenant to sublet the demised premises.

10. **WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Lease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

11. **DEFAULT BY TENANT:** If Tenant shall make default in the payment of the rent reserved hereunder, or any part thereof, or in making any other payment herein provided for, and any such default shall continue for a period of fifteen (15) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or assigned or sublet in violation of paragraph 9 hereof, or if Tenant shall be dismissed therefrom by or under any authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency

Please Initial: Landlord RHD Tenant Jaw

of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the leased premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage thereof, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining permission, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

12. **INSURANCE MAINTAINED BY TENANT:** Tenant shall maintain during the entire term of this Lease and during such other time as Tenant occupies the Leased Premises or any part thereof, at Tenant's expense" (a) a Commercial General Liability policy for bodily injury, personal injury and property damage or comparable coverage under a self-funded/excess liability program for the Tenant's liability on the leased premises with coverage amounts sufficient to meet the limits set for under the S.C. Tort Claims Act in Section 15-78-120, as may be amended. (b) Commercial Property Insurance on a Special Form or comparable "all-risk" form at replacement cost to protect its personal property and other property interests.

13. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this lease, Tenant may give the written notice to Landlord and to the first mortgage liens of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the ninetieth (90th) day after the date of such notice unless (a) such default shall be cured within ninety (90) days after such notice or (b) if the default is of such a nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

14. **HOLDING OVER:** In case Tenant holds over after the end of the term herein provided such tenancy shall be from month-to-month only, and not a renewal hereof; subject, however, to every other term, covenant and condition of this lease, and the rent shall be at 1.25 times the monthly rate of the last year of the lease term, plus the adjustment for increased taxes and cost of services as set forth in paragraph 7, using the Base Tax Year and the Base Expense Year specified in paragraph 7.

15. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the demised premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the demised premises without expense to Tenant subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the premises untenantable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e., expenditure of fifty (50%) percent or more of replacement cost) of the building or buildings on the demised premises Landlord shall notify Tenant within thirty (30) days after such fire or casualty of his intention to rebuild the premises, and shall, as soon as practicable thereafter, perform all necessary repairs and restoration. If the demised premises are rendered untenantable in whole or in part following such fire or casualty and during the rebuilding period, the rent shall be abated wholly or proportionately for the period of untenability, but the Lease shall otherwise continue in force. If Landlord fails to notify Tenant of its intention to rebuild within the thirty-day period specified herein, Tenant shall have the option to terminate this Lease forth-with. A total destruction of the building shall automatically terminate this Lease.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

16. **CONDEMNATION:** In the event any part of the premises shall be taken or condemned at any time during the term hereof through the exercise of the power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the premises are not reasonably suitable for its use and occupation, Tenant may, by giving written notice to Landlord within ninety (90) days after the date of such taking, terminate this lease and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this lease as provided above, this lease shall continue in force as to the remaining portion of the demised premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the

Please Initial: Landlord PHD Tenant [Signature]

condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said premises which may be necessary by such condemnation.

In the event of the taking of all or any portion of the premises, Landlord and Tenant shall be free to pursue independently their claim against the condemning or taking authority for the amount of any damage done to them respectively as a result thereof, and neither party shall make claim against the other as result of condemnation nor shall either be entitled to any part of the others condemnation award.

17. **ENFORCEMENT:** If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of or to enforce or interpret any of the covenants terms or conditions of this lease or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party' s cost a reasonable attorney' s fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

18. **QUIET ENJOYMENT:** Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of Tenant to be kept and performed, shall at all times during the term of this lease peaceably and quietly have, hold and enjoy the premises.

19. **NOTICES :** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by registered mail in a sealed envelope, postage prepaid, and if to Tenant, addressed to Tenant at Richland County, Attn: Milton Pope, P.O. Box 192, Columbia, SC 29202, and if to Landlord, addressed to Landlord at Woodland Village Partnership, Suite 208, 2712 Middleburg Drive, Columbia, SC 29204.

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

20. **BUILDING DIRECTORY:** Landlord shall install and maintain a building directory and reserves the right to limit the number of listings. Landlord shall pay the cost of its identification on the building directory.

21. **RULES AND REGULATIONS:** Tenant shall comply with all rules and regulations of the office building, which rules and regulations are attached hereto and hereby made a part of this agreement. Any violation of said rules shall be deemed to be a violation of the covenants of this Lease. Landlord shall have the right to make reasonable additions and amendments to said rules and regulations from time to time and such additions and amendments shall be as binding on Tenant as if set forth herein.

22. **SURRENDER OF PREMISES:** Tenant agrees to turn over all keys and to surrender the leased premises at the expiration or sooner termination of this lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when delivered to Tenant.

23. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained in the within lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, exccutors, administrators, legal representatives, assigns and upon their respective successors in interest, except as expressly otherwise hereinabove provided.

24. **LANDLORD'S LIABILITY:** The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this lease and if Landlord is in default with respect to its obligations under this Lease Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed the loss of its equity interest in the Premises.

25. **TENANT'S PLANS:** Landlord will perform all work identified as "Landlord' s Work" on the attached Exhibit B. All other work shall be the responsibility and cost of Tenant. Tenant shall make no improvements, additions, alterations, shelving, painting or wallpapering to the leased premises without the prior written consent of Landlord. All additions, alterations and improvements allowed by Landlord shall be deemed to be the property of Landlord and shall not be removed by Tenant without Landlord's consent.

Please Initial:

Landlord RHD

Tenant [Signature]

26. **INABILITY TO PERFORM:** Landlord shall not be liable for failure to furnish any services or perform any other obligations hereunder when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to any such failure, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a termination of this Lease, a default hereunder by Landlord or a constructive or other eviction of Tenant.

27. **SECURITY DEPOSIT:** NOT APPLICABLE

28. **SUBORDINATION, ATTORNMEN T & ESTOPPEL:** Tenant agrees that this Lease shall be subordinate to any mortgages, now or hereafter encumbering the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This provision shall be self operative and no further instrument of subordination shall be required by any mortgagee. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by the Landlord.

If any mortgagee elects to have this Lease superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument then this Lease shall be superior to such mortgage. Notwithstanding any other provision hereof, it is agreed that this Lease shall not be subordinate to any mortgage other than a first mortgage unless the holder of such other mortgage agrees in the instrument creating its lien or by separate recorded instrument not to disturb the possession of the Tenant hereunder so long as Tenant is not in default under the terms of this Lease. The term "mortgage" as used herein, includes any deed of trust and the lien resulting from any other method of financing or refinancing.

Within ten (10) days after request therefor by Landlord, the Tenant agrees to execute and deliver in recordable form an estoppel certificate to any mortgagee or proposed mortgagee or purchaser or to the Landlord certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Tenant, and stating the date to which rentals and other charges are paid. Such certificate shall also include such other information as may be reasonably required by mortgagee.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, at torn to the purchaser at any such foreclosure sale, and recognize such purchaser as the Landlord under this lease.

29. **ENTIRE AGREEMENT:** This lease and the exhibits attached hereto and forming a part hereof set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased premises. No subsequent alteration, amendment, change or addition to this lease, nor any surrender of the term, shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

30. **NO PARTNERSHIP:** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

31. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this lease, the following shall control:

31(A) **OPTIONS TO RENEW:** Landlord hereby grants to Tenant the Option to Renew this Lease for five (5) additional periods of one (1) year each upon the same terms and conditions and at the same annual rental rate. Tenant shall give written notice of its exercising of an Option to Renew to Landlord at least ninety (90) days prior to the termination of the initial Lease term (or an Option Renewal period).

31 (B) **TENANT'S UPFITTING CONTRIBUTION:** Tenant shall pay to Landlord the sum of Forty Six Thousand Three Hundred and no/100 (\$46,300.00) Dollars upon delivery of the space to Tenant for occupancy.

Please Initial:

Landlord

PHD

Tenant

Jay

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

LANDLORD:

WOODLAND VILLAGE PARTNERSHIP

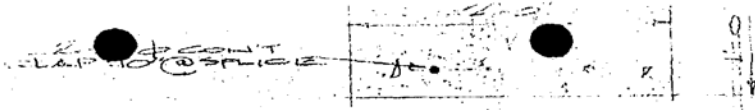
BY John H. Dial

TENANT: RICHLAND COUNTY

BY J. Keith King
155 E. Court St.

Please Initial: Landlord _____

Tenant JMK



NOTE:
SEE 102.

TYP. 12" CONC. BLOCK WALL DE
SCALE: 1" = 1'-0"

Middlesburg Place
Suite 106 - Approximately 2,950 Sq. Ft

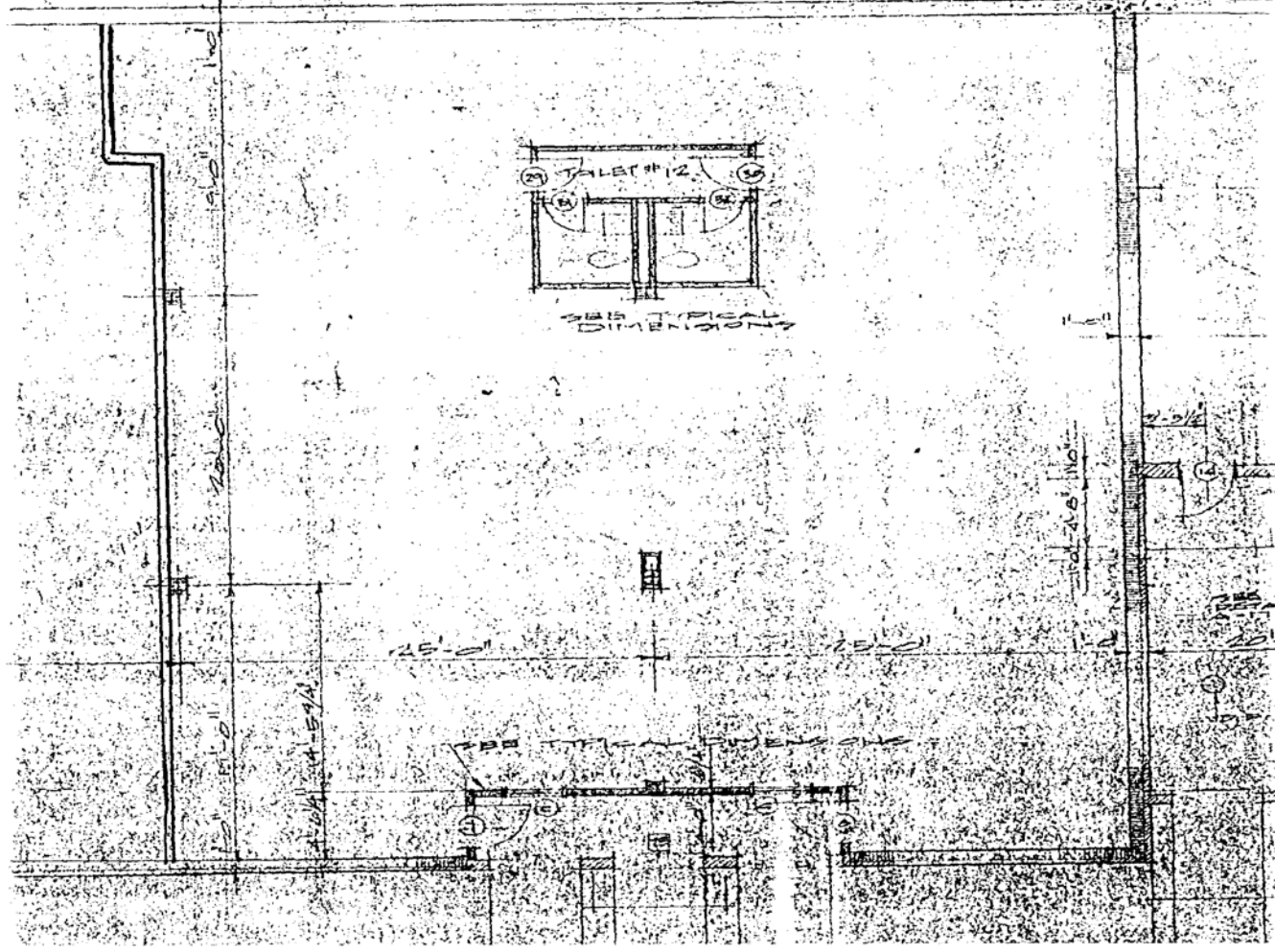


Exhibit "A"

RHD
[Signature]

MIDDLEBURG PLAZA OFFICE BUILDING

Rules and Regulations

1. No sign, picture, advertisement, or notice shall be displayed by Tenant on any exterior part of the building unless the same is first approved by Landlord. Any such sign, picture, advertisement, or notice approved by Landlord shall be painted or installed at Tenant's expense. No awnings, curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises without the prior written consent of the Landlord and including approval by the Landlord of the quality, type, design, color, and manner attached.

2. Tenant further agrees that its use of electrical current shall never exceed the capacity of existing feeders, risers or wiring installation. Any additional electrical wiring shall be done by Landlord's electrician or supervised by such electrician, and Tenant shall bear the expense of such additional materials and installation.

3. The Tenant shall not do or permit to be done in or about the demised premises or said building anything which shall increase the rate of insurance on said building or its property, or obstruct or interfere with the rights of other tenants of Landlord or annoy them in any way, including, but not limited to, using any musical instrument, making loud or unseemly noises, or singing, etc., nor use the demised premises for sleeping, lodging, or cooking by any person at any time except with permission of Landlord. Tenant will be permitted to use for its own employees within its premises a conventional coffee maker. No vending machine of any kind will be installed, permitted or used on any part of the demised premises without Landlord's prior written permission. No part of said building shall be used for gambling, immoral, or other unlawful purposes. No intoxicating beverage shall be sold or used in said building without prior written consent of the Landlord. No area outside of the demised premises shall be used for storage purposes at any time.

4. No bicycles, vehicles or animals of any kind shall be brought into said building or kept in or about the premises.

5. The sidewalks, entrances, passages, corridors, halls, elevators, and stairways shall not be obstructed by Tenant or used for any purpose other than those for which same were intended as ingress and egress. No window shall be covered or obstructed by Tenant. Toilets, wash basins, and sinks shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, or other obstructing substances shall be thrown therein.

6. No additional lock, latch or bolt of any kind shall be placed upon any door nor shall any changes be made in existing locks or mechanism thereof without written consent of Landlord. At the termination of this lease, Tenant shall return to Landlord all keys furnished to Tenant by Landlord, or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

7. Landlord shall have the right to prescribe the weight, position, and manner of installation of heavy articles such as safes, machines, and other equipment which Tenant may use in the demised premises. No safes, furniture, boxes, large parcels, or other kind of freight shall be taken to or from the demised premises or allowed in any elevator, hall or corridor at any time except by permission of and at times allowed by Landlord; such articles may be taken in or out of said building only between or during such hours as may be arranged with and designated by Landlord. The persons employed to move the same must be approved by Landlord. In no event shall any weight be placed upon such floor by Tenant so as to exceed 50 pounds per square foot of floor space without prior written approval of Landlord.

Exhibit _____

RHD



8. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises, and no inflammable, combustible or explosive fluid, chemical or substance shall be brought into said building.

9. The building shall be open to Tenant, its employees, and business visitors between the hours of 8:00 a.m. and 6:00 p.m., on all days except Saturdays and Sundays and holidays, and on Saturdays between the hours of 8:00 a.m. and 1:00 p.m. At all other times every person, including Tenant, its employees and visitors entering and leaving said building may be questioned by watchman as to that person's business therein and shall be required to sign such person's name on a form provided by Landlord for registering such person. Landlord shall not be liable for excluding any person from said building during such other times, or for admission of any person to said building at any time, or for damages or loss or theft resulting therefrom to any person including Tenant.

10. Unless explicitly permitted by the Lease, Tenant shall not employ any person other than Landlord's employees for the purpose of cleaning and taking care of the demised premises. Landlord shall not be responsible for any loss, theft, mysterious disappearance of, or damage to, any property, however, occurring.

11. All tenants and occupants shall observe strict care not to leave doors open while air conditioning or heating systems are in operation. No painting shall be done, nor shall any alterations be made to any part of the building by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. All glass, locks and trimmings in or upon the doors and windows of the building shall be kept whole and, when any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order under the direction and to the satisfaction of Landlord and shall be left whole and in good repair. Tenants shall not injure, overload or deface the building, the woodwork or the walls of the premises, nor carry on upon the premises any noisesome, noxious, noisy, or offensive business.

12. If Tenant requires electric wiring for any purpose such wiring shall be done by the electrician of the building only, and no outside wiring men shall be allowed to do work of this kind unless by the written permission of Landlord.

13. In the event the Landlord shall enter the premises under paragraph 15 of the lease, the Landlord shall not be deemed or held guilty of an eviction of the Tenant; and the rent reserved shall in no wise abate while said repairs, alterations, or additions are being made; and the Tenant shall not be entitled to maintain a set-off or counterclaim for damages against the Landlord by reason of loss or interruption to the business of the Tenant because of the prosecution of any such work. All such repairs, decorations, additions, and improvements shall be done during ordinary business hours, or if any such work is at the request of the Tenant to be done during any other hours, the Tenant shall pay for all overtime costs.

14. The driveways and loading zones must be kept free of parked automobiles.

15. All moving of furniture or equipment into or out of the building by Tenant shall be done at such time and in such manner as may be directed by Landlord or his agent.

16. Special requirements of the Tenant will be attended to only upon application to the Landlord or his agent at the building. Landlord's employees shall not perform any work nor do anything outside of their regular duties unless under special instructions from the Landlord.

17. At the end of each business day, Tenant shall see that the doors of said leased premises are closed and securely locked, all lights extinguished and all water outlets turned off before leaving the building.

18. Tenant shall give prompt notice of any accident to or defects in the plumbing, water pipes, electric wire, or heating apparatus, so that same may be attended to promptly.

19. The Landlord reserves the right at any time to rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of order herein.

STATE OF SOUTH CAROLINA)
 COUNTY OF RICHLAND)
 A G R E E M E N T

This Agreement made by WJS Building Services Company, Inc., 3016 McNaughton Drive, Columbia, South Carolina 29223-1810 and ~~WOODLAND VILLAGE~~ PARTNERSHIP, 2712 MIDDLEBURG DRIVE, SUITE 208, COLUMBIA, SOUTH CAROLINA 29204. For and in consideration of the sum of \$.05929 per square foot per month. WJS agrees to perform building maintenance services for Middleburg Plaza, 2712 Middleburg Drive, Columbia, S.C. and will do the following:

SERVICES M-F

(A) FLOORS:

1. Floors swept and/or dust mopped with dust control treated mops or other effective tools.
2. Carpet vacuumed and spot-cleaned where possible.

(B) REST ROOMS:

1. Floors swept and detergent mopped and rinsed.
2. Fixtures cleaned and sanitized.
3. Mirrors cleaned.
4. Fittings and supply pipes kept clean.
5. Waste receptacles emptied and resulting debris placed in designated area.
6. Paper towel and toilet tissue receptacles refilled.

(C) RECEPTACLES:

1. Waste receptacles emptied and resulting debris placed in designated area.
2. Plastic liners replaced as necessary from WJS stock.
3. Ash trays/urns emptied and wiped clean.

(D) PUBLIC AREAS:

1. Floors swept and/or dust mopped with dust control treated mops or other effective tools.
2. Carpet vacuumed and spot-cleaned where possible.

(E) DUSTING:

1. Desks, filing cabinets, bookcases, chairs, tables and other office furniture dusted. All telephones, calculators, etc. will be moved, dusted thereunder, and replaced to their original locations.
2. All low ledges dusted.
3. Coffee/lounge tables and chairs wiped clean with a damp cloth.
4. All picture frames dusted.

(F) GLASS:

1. All entrance glass doors and windows cleaned daily.
2. Glass desk tops/tables cleaned and dry polished.
3. Partition glass-smudges removed.

* ALL LIGHTS WILL BE CHANGED MONTHLY

RHD
JKY

Building Maintenance Agreement
Page 2

(G) MISCELLANEOUS:

1. Water fountains cleaned and sanitized.
2. All lights will be turned off and minimum lights used while work is in progress.

WEEKLY SERVICES

1. All horizontal surfaces dusted, including sills, moldings, ledges, shelves, frames, baseboards, and outlets.
2. All fingerprints removed from doors, frames, handles, light switches, kick and push plates.

MONTHLY SERVICES

1. All tile floors machine polished. Floor finish applied where needed. Care will be exercised during this operation to eliminate damage to office furniture, fixtures and walls. Baseboards will be kept clean.
2. Dust and cobwebs removed from ceiling areas.
3. Dust removed from AC/Heat vents and returns.

SERVICES AVAILABLE UPON REQUEST

1. Carpet cleaned, \$12 per square foot.

.08



Agenda Briefing

Prepared by:	E. Fielding Pringle		Title:	Public Defender	
Department:	Public Defender	Division:			
Date Prepared:	August 04, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email		Date:	August 24, 2021	
Budget Review	James Hayes via email		Date:	August 23, 2021	
Finance Review	Stacey Hamm via email		Date:	August 23, 2021	
Procurement Review:	Jennifer Wladischkin via email		Date:	August 23, 2021	
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Administration & Finance				
Subject:	Public Defender – Lease Renewal				

STAFF’S RECOMMENDED ACTION:

The Public Defender recommends approval of the request to extend the 2018 lease agreement for an additional three years under the negotiated terms and conditions for the office space that the Public Defender's Office occupies at 1420 Henderson Street.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Based on the 2018 lease agreement, there is a 4% annual increase to the monthly rent: therefore, the rates would be as follows: \$3,977.52 (FY22); \$4,136.62 (FY23) and \$4,302.08 (FY24), which amounts to \$148,994.64 for the three year period. Under the new terms, there is a 2.5% annual increase to the monthly rent, which are listed as follows: \$3,944.57 (FY22); \$4,043.18 (FY23) and \$4,144.26 for a total of \$145,584.12 for the lease extension.

Funds are allocated from Non-Departmental Contingency and are moved by the Budget Director.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The request is to renew the lease for an additional three years under the negotiated terms and conditions for 1420 Henderson Street for the Richland County Public Defender’s Office. The landlord, Cubby Culbertson of Mills-Cub LLC, is pleased to extend the lease for the Public Defender’s office, who have been exemplary tenants. He has agreed to reduce the annual increase from 4% to 2.5% per his e-mail to Jennifer Wladischkin and E. Fielding Pringle on August 10, 2021. In addition, the lease will renew at the County’s fiscal year instead of March 1.

The Public Defender's Office has needed additional space since 2017 when they began requesting additional office space. The space that had been granted to the Public Defender in the courthouse at 1701 Main Street had become completely full and at capacity. Numerous requests were made at that time to the Clerk of Court who has repeatedly indicated that she has no additional space to provide. In 2018, the County rented the space at Henderson Street to accommodate the need for additional space for this department. Since that time we have had four attorneys, one social worker, and a paralegal occupying this space. Without it, these employees would literally have no office space in which to operate. The entire Public Defender Family Court Division is located in this space and continues to be fully operational at that location.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None

ATTACHMENTS:

1. Former executed lease agreement
2. Lease extension

compile a list County-owned properties considered to be surplus in nature and secure the services of as many realtors as he may deem necessary to market these properties for sale. All proceeds from the sale of these properties shall be placed in an account reserved solely for the use in the Richland Renaissance Program.

Mr. Malinowski stated he supports the motion with the exception of the proceeds being directed to the Renaissance Program. The Administrator has already provided Council the financing for the Renaissance Program. The proceeds could be placed in an account and utilized if needed for the Renaissance Program, but not set aside solely for the program.

Mr. Pearce amended the language of the motion to replace the word “solely” with “if needed”.

Mr. Livingston inquired if Council will need to approve the properties before they are sold.

Mr. Pearce stated Council will need to approve all sales. He further inquired if Mr. Malinowski wished to have the Paso Fino Dr. property to be a priority.

Mr. Malinowski stated it does not have to be a priority.

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

The vote in favor was unanimous.

- e. Contractual Matter: Public Defender Lease Agreement – Mr. Livingston moved, seconded by Mr. Malinowski, to approve the agreement presented in Executive Session.

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

The vote in favor was unanimous.

- f. Contractual Matter: Release of Lease with Benedict College – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

27. **MOTION PERIOD**

- a. Richland County staff, in conjunction with Richland County Legal Department, review current Richland County Ordinances and determine if it is possible to restructure business ordinances to provide a faster and more effective way to handle the closing of businesses who are in violation of Richland County Business Ordinances. This will include all violations including nuisance businesses. Please also review State law that will allow us to create or not create such an ordinance as well as other municipalities/counties laws relating to same [MALINOWSKI] – Mr. Malinowski withdrew his motion due to there being a State law that will address this matter.
- b. The Chair appoint a Council Ad Hoc Committee to explore and develop a comprehensive internship program to be administered through the County Council Clerk’s Office. The interns will conduct

default and is otherwise performing its obligations under the terms of this Lease. Lessee agrees to from time to time, upon demand, to execute any and all instruments as may be required to evidence such subordination without obligation or expense to the Lessor.

- 8) Lessor hereby agrees to maintain and keep in good condition and repair the roof, foundation and the structural support walls of the building, plumbing and heating, ventilation and air conditioning equipment, electric system and light fixtures, together with the blacktop and driveways on the demised premises. The term "walls" as used herein shall not include damages to glass or plate glass, provided that Lessor shall be responsible for the repair of broken glass caused by the action of third parties, not clients of the Lessee. Lessee agrees to give Lessor written notice of defects or need for repairs, and Lessor shall have reasonable opportunity to repair or cure such defect. In the event that Lessor shall fail to repair or cure such defect within a reasonable time, Lessee may cause the same to be repaired and may reimburse itself from monies due or to become due to Lessor under the term of this Lease. In this regard, it is specifically agreed that a reasonable time for Lessor to repair of air conditioning, heating, plumbing, electrical or major structural defects-damage-breakdown will not exceed forty-eight (48) hours, subject to obtaining necessary parts which will not in any event exceed ten (10) days.
- 9) Lessee agrees to keep all other parts of the demised premises in good order, after taking possession of the demised premises. Lessee further agrees to suffer no wastes on the premises.
- 10) And it is further stipulated and understood by the parties to these presents that if one (1) month rent shall at any time be in arrears and unpaid, the Lessor shall have the right to annul and terminate this Lease, and it shall be lawful for Lessor to re-enter and forthwith repossess all and singular the above granted and leased premises without hindrance or prejudice to Lessor's right to distrain for all rent unpaid at such period.
- 11) **INSURANCE.** Throughout the term of this Lease,

- 14) QUIET ENJOYMENT: The Lessor agrees that the Lessee on paying the stipulated rental and keeping and performing the agreement and covenants herein contained, shall hold and enjoy the Leased Premises for the term aforesaid.
- 15) Lessee will be responsible for any fire protection regulations per NSPA requirements.

IN WITNESS WHEREOF, the parties have hereunto set their Hand and Seal the day and year first above written.

IN THE PRESENCE OF:

Whynia Myers

[Signature]
LESSOR

[Signature]
LESSEE

2/13/18
DATE

Richland County Attorney's Office

Brad Zinn, /s/

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

CUBBY CULBERTSON
PO Box 12348
Columbia, SC 29211
Telephone: (803)256-4500 Fax: (803)256-1999
E-Mail: cculbertson@garberreporting.com

Date: 3/1/18

Invoice for 1420 Henderson Street

March Rent: \$3,400.00

Please remit check to:

Mills/Cub
P.O. Box 12348
Columbia, SC 29211

CUBBY CULBERTSON
PO Box 12348
Columbia, SC 29211
Telephone: (803)256-4500 Fax: (803)256-1999
E-Mail: cculbertson@garberreporting.com

Date: 4/1/18

Invoice for 1420 Henderson Street

April Rent: \$3,400.00

Please remit check to:

Mills/Cub
P.O. Box 12348
Columbia, SC 29211

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this 20 day of 2021, 2021 by and between Mills-Cub LLC (Landlord) and Richland County (Tenant) for the building at 1420 Henderson Street, Columbia, South Carolina. Landlord and Tenant hereby agree to renew the Lease entered into on February 6, 2018 for an additional period of three (3) years with the following modifications:

1. Lease Extension terms commence on _____ and will end on June 30, 2024.
2. Lease escalation will be 2.5% annually occurring on July 1.

Landlord acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Landlord of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD:



WITNESS:

TENANT:

WITNESS:



Agenda Briefing

Prepared by:	Fielding Pringle		Title:	Circuit Defender	
Department:	Public Defender	Division:			
Date Prepared:	September 09, 2021	Meeting Date:	September 28, 2021		
Legal Review	Elizabeth McLean via email			Date:	September 21, 2021
Budget Review	James Hayes via email			Date:	September 21, 2021
Finance Review	Stacey Hamm via email			Date:	September 09, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM			
Committee	Administration & Finance				
Subject:	New Positions				

STAFF'S RECOMMENDED ACTION:

The Public Defender's Office recommends approval of the creation of three new positions.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Funding for the positions has been granted by the State Legislature and is recurring.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The request is to create three new positions that are funded through recurring funding that was approved by the South Carolina Legislature in July of 2021. The State has approved funding for the hiring of two new investigators and one new attorney. Attached is the Summary Control Document which shows the recurring appropriations for The Commission on Indigent Defense for FY21-22. The relevant lines for the matter at hand are the "Criminal Justice System Workload Parity \$1,200,000 and the Docket Backlog - Investigators \$2,400,000." Also attached is the budget Proviso and a letter from the Comptroller for the South Carolina Commission on Indigent Defense verifying the new funding. This means we would need three new positions each at \$75,000 per position funded by the State. The total increase in our contribution to the Special Revenue Fund would thus come to 1,825,000 rather than 1,600,000.

If the request is not approved, we will not be able to create the positions and utilize the funding granted by the Legislature. If the request is granted, the Public Defender will be able to provide higher quality representation to its clients by reducing caseloads and improving the quality of case preparation and presentation in court.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Summary Control Document
2. Budget Proviso
3. Letter from Comptroller Rodney Grizzle

6/17/21				CONFERENCE REPORT 6-17-21										Attachment 1			
CONFERENCE REPORT H. 4100 FY 2021-22 Appropriation Bill				State		Federal	Other	Total	FTE Changes				Line				
Line			FY 2021-22 Agency Beginning Base	Part IA Recurring Funds H. 4100	Nonrecurring Proviso 118.18	Total State Funds	Federal Funds	Other Funds	Total Funds	State	Federal	Other	Total	Line			
1208				3,200,000		3,200,000			3,200,000					1208			
1209				1,500,000		1,500,000			1,500,000	13.00			13.00	1209			
1210				151,000		151,000			151,000	2.00			2.00	1210			
1211				150,000		150,000			150,000	1.00			1.00	1211			
1212				59,000		59,000			59,000					1212			
1213				400,000		400,000			400,000					1213			
1214				216,500		216,500			216,500	2.00			2.00	1214			
1215										11.00			11.00	1215			
1216														1216			
1217														1217			
1218														1218			
1219														1219			
1220												(24.00)	(24.00)	1220			
1221														1221			
1222				5,676,500	-	5,676,500	-	-	5,676,500					1222			
1223				20,309,841		20,309,841	60,003,654	26,764,911	107,078,406	29.00		(24.00)	5.00	1223			
1224														1224			
1225	E210	60	29,075,368			29,075,368	355,583	8,325,000	37,755,951					1225			
1226														1226			
1227				189,000		189,000			189,000					1227			
1228				1,600,000		1,600,000			1,600,000					1228			
1229				74,642		74,642			74,642					1229			
1230				480,000		480,000			480,000					1230			
1231					2,160,000	2,160,000			2,160,000					1231			
1232														1232			
1233														1233			
1234														1234			
1235														1235			
1236														1236			
1237				2,343,642	2,160,000	4,503,642	-	-	4,503,642					1237			
1238				31,419,010		33,579,010	355,583	8,325,000	42,259,593					1238			
1239														1239			
1240	E230	61	31,900,161			31,900,161		14,296,872	46,197,033					1240			
1241														1241			
1242				253,728		253,728			253,728					1242			
1243				1,200,000		1,200,000			1,200,000					1243			
1244				2,400,000		2,400,000			2,400,000					1244			
1245					4,800,000	4,800,000			4,800,000					1245			
1246				500,000		500,000			500,000					1246			
1247										1.00			1.00	1247			
1248														1248			
1249														1249			
1250							121,477		121,477					1250			
1251														1251			
1252														1252			
1253								1,000,000	1,000,000					1253			
1254														1254			
1255				4,353,728	4,800,000	9,153,728	121,477	1,000,000	10,275,205					1255			
1256				36,253,889		41,053,889	121,477	15,296,872	56,472,238	1.00			1.00	1256			
1257														1257			
1258	D100	62	54,760,881			54,760,881	25,000,000	23,548,045	103,308,926					1258			
1259														1259			
1260				1,700,000	713,000	2,413,000			2,413,000	22.00			22.00	1260			
1261				1,483,670		1,483,670			1,483,670					1261			
1262				2,289,700		2,289,700			2,289,700					1262			

Part 1B SECTION 61 - E230 - COMMISSION ON INDIGENT DEFENSE**2021-2022 Appropriation Act****SECTION 61 - E230 - COMMISSION ON INDIGENT DEFENSE**

61.1. (INDEF: Defense of Indigents Formula) The amount appropriated in this act for Defense of Indigents shall have the first \$3,600,000 distributed as follows: \$1,200,000 shall be distributed in the amount of \$75,000 per circuit for 1.00 Public Defender and \$2,400,000 shall be distributed in the amount of \$150,000 per circuit for 2.00 investigators; the remaining amount appropriated shall be apportioned among counties in accord with Section 17-3-330 of the 1976 Code, but on a per capita basis and based upon the most current official decennial census of the United States; provided that no county shall receive funding in an amount less than the amount apportioned to it as of July 1, 2020. The level of contribution of each county as of July 1, 2001, must be maintained. No county shall be permitted to contribute less money than the amount the county contributed in the prior fiscal year. Within the amount of money established for indigent defense services, the State shall authorize the Commission on Indigent Defense receive up to or spend no more than \$3,000,000 for the Death Penalty Trial Fund annually for use of the defense in capital cases pursuant to Section 16-3-26 of the 1976 Code, for juveniles facing the possibility of a sentence of life without parole, and for the expenses of the operation of the Commission on Indigent Defense include salaries and operations expenses of the Death Penalty Trial Division. The State also shall authorize the Commission on Indigent Defense receive up to or spend no more than \$2,500,000 annually to pay fees and expenses of private counsel appointed in noncapital cases pursuant to Section 17-3-50 (Conflict Fund). Of the funds generated from the fees imposed under Sections 14-1-206(C)(4), 14-1-207(C)(6) and 14-1-208(C)(6) and the application fee provided in Section 17-3-30(B), on a monthly basis, fifty percent must be deposited into the Death Penalty Trial Fund, fifteen percent must be deposited into the Conflict Fund, and thirty-five percent each month must be apportioned among the counties public defender offices pursuant to Section 17-3-330. At the end of each fiscal year any leftover funds shall carryover to the next fiscal year for the same purposes. All applications for the payment of fees and expenses in capital cases shall be applied for from the Death Penalty Trial Fund which shall be administered by the Commission on Indigent Defense. All applications for the payment of fees and expenses of private counsel or expenses of public defenders pursuant to Section 17-3-50 shall be applied for from the Conflict Fund administered by the Commission on Indigent Defense. Reimbursement in excess of the hourly rate and limit set forth in Section 17-3-50 is authorized only if the court certifies, in a written order with specific findings of fact, prior to the fees being incurred, that reimbursement in excess of the rates or limit is necessary to provide reimbursement adequate to ensure effective assistance of counsel and reimbursement in excess of the limit is appropriate because the services to be provided are reasonable and necessary. If prior approval by written order of the court is not obtained, no additional fees shall be paid under any circumstances.

Upon a finding in ex parte proceedings that investigative, expert, or other services are reasonable and necessary for the representation of the defendant, the court shall authorize the defendant's attorney to obtain such services on behalf of the defendant and shall authorize the payment, from funds available to the Commission on Indigent Defense, of fees and expenses not to exceed five hundred dollars as the court considers appropriate. Payment in excess of the five hundred dollar limit is authorized only if the court certifies, in a written order with specific findings of fact, prior to the expense being incurred, that payment in excess of the limit is appropriate because the services to be provided are reasonable and necessary to provide adequate defense. Payments shall be made from funds appropriated for this purpose from the Commission on Indigent Defense. If prior approval by written order of the court is not obtained, no additional expenses shall be paid under any circumstances.

Indigent Defense vouchers authorized in this provision must be reviewed and paid pursuant to procedures and policies established by the Commission on Indigent Defense. The commission shall provide a copy of the established procedures and policies to the Senate Finance Committee and the House Ways and Means Committee.

61.2. (INDEF: State Employee Compensation Prohibited) Except as otherwise provided in Proviso 117.5, no money appropriated pursuant to Defense of Indigents shall be used to compensate any state employees appointed by the court as examiners, guardians ad litem or attorneys nor shall such funds be used in payment to any state agency for providing such services by their employees.

61.3. (INDEF: Appellate Conflict Fund) The purpose of the Appellate Conflict Fund is to provide money to pay attorneys for representing indigent defendants on appellate review when the Office of Appellate Defense is unable to do so. Funds designated for appellate use in conflict cases shall be administered by the Commission on Indigent Defense. The Office of Appellate Defense must first determine that it is unable to provide representation. Fees shall be \$40 per hour for out of court work and \$60 for in court work, with a maximum of \$3,500 per case for noncapital appeals. Fees shall be \$50 per hour for out of court work and \$75 per hour for in court work in capital appeals with a maximum of \$10,000 per capital appeal. The appropriate appellate court shall review and approve vouchers for payment for appellate conflict cases. The Office of Appellate Defense shall continue to provide printing and other support functions currently provided from their resources. On June thirtieth of each year, the Commission on Indigent Defense shall review all outstanding obligations in this fund. Any unspent and unobligated money shall be used to pay outstanding vouchers in the Death Penalty Trial Fund or the Conflict Fund, provided the designated fund has become exhausted during the year.

61.4. (INDEF: SC Appellate Court Rule 608 Appointments) The funds appropriated under SC Appellate Court Rule 608 Appointments shall be used for Civil Court Appointments including

Termination of Parental Rights, Abuse and Neglect, Probate Court Commitments, Sexually Violent Predator Act, and Post-Conviction Relief (PCR) and Criminal Conflict appointments to reimburse court appointed private attorneys and for other expenditures as specified in this provision. SC Appellate Court Rule 608 Appointments funds may not be transferred or used for any other purpose.

A portion of the funds appropriated under SC Appellate Court Rule 608 Appointments shall be used for Termination of Parental Rights cases and Abuse and Neglect cases to reimburse private attorneys who are appointed by the Family Court to represent guardians ad litem, children, or parents under the provisions of Sections 63-7-1620 et seq., 63-7-2560 et seq., 63-9-320(A)(2) et seq., 63-19-810 et seq., and 63-19-2210 et seq.; for Probate Court Commitment cases to reimburse private attorneys who are appointed by the Probate Court to represent indigent persons; and for Sexually Violent Predator cases to reimburse private attorneys who are appointed by the Circuit Court pursuant to Sections 44-48-10, et seq., to represent indigent persons. When private counsel is appointed pursuant to these provisions, counsel shall be reimbursed a reasonable fee to be determined on the basis of fifty dollars per hour or reimbursement may also be made on the basis of a set (flat) fee. The method of payment and the amount of the set fee will be determined by the Commission on Indigent Defense. Attorney fees shall not exceed two thousand dollars for any case under which such private attorney is appointed.

A portion of the funds appropriated under SC Appellate Court Rule 608 Appointments shall be used for noncapital Post Conviction Relief Cases. Any attorney appointed shall be compensated at a rate not to exceed forty dollars per hour for time expended out of court and sixty dollars per hour for time expended in court, or on the basis of a set (flat) fee. The method of payment and amount of set (flat) fee will be determined by the Commission on Indigent Defense. Attorney fees shall not exceed one thousand dollars in any single case.

A portion of the funds appropriated under SC Appellate Court Rule 608 Appointments shall be used for noncapital criminal cases pursuant to Section 17-3-50 (Conflict Fund). Any attorney appointed shall be compensated at a rate not to exceed forty dollars per hour for time expended out of court and sixty dollars per hour for time expended in court, or on the basis of a set (flat) fee. The method of payment and amount of set (flat) fee will be determined by the Commission on Indigent Defense. Attorney fees shall not exceed three thousand five hundred dollars in any single felony case or one thousand dollars in any single misdemeanor case.

Reimbursement in excess of the hourly rate and limit set forth herein is authorized only if the court certifies, in a written order with specific findings of fact, prior to the fees being incurred, that reimbursement in excess of the rates or limit is necessary to provide reimbursement adequate to ensure effective assistance of counsel and reimbursement in excess of the limit is appropriate because the services to be provided are reasonable and necessary. If prior approval by written order of the court is not obtained, no additional fees shall be paid under any circumstances.

Upon a finding in ex parte proceedings that investigative, expert, or other services are reasonable and necessary for the representation of the defendant, the court shall authorize the defendant's attorney to obtain such services on behalf of the defendant and shall authorize the payment, from funds available to the Commission on Indigent Defense, of fees and expenses not to exceed five hundred dollars as the court considers appropriate. Payment in excess of the five hundred dollar limit is authorized only if the court certifies, in a written order with specific findings of fact, prior to the expense being incurred, that payment in excess of the limit is appropriate because the services to be provided are reasonable and necessary to provide adequate defense. Payments shall be made from funds appropriated for this purpose from the Commission on Indigent Defense. If prior approval by written order of the court is not obtained, no additional expenses shall be paid under any circumstances.

Indigent Defense vouchers authorized in this provision must be reviewed and paid pursuant to procedures and policies established by the Commission on Indigent Defense. The commission shall provide a copy of the established procedures and policies to the Senate Finance Committee and the House Ways and Means Committee.

A portion of the funds appropriated under SC Appellate Court Rule 608 Appointments may be used by the Commission on Indigent Defense to retain, on a contractual basis, the services of attorneys and other professionals to assist court appointed attorneys to provide quality and effective representation. The commission shall establish all policies, procedures, and contract provisions as it deems appropriate for the implementation of the system including, but not limited to, the selection and compensation of contract awardees.

61.5. (INDEF: Carry Forward) To offset budget reductions, the Commission on Indigent Defense may carry forward and utilize any unencumbered balances available in the Appellate Conflict Fund and the SC Appellate Court Rule 608 Appointment Fund at the end of the prior fiscal year.

61.6. (INDEF: Public Defender Fee) Every person placed on probation on or after July 1, 2003, who was represented by a public defender or appointed counsel, shall be assessed a fee of five hundred dollars. The revenue generated from this fee must be collected by the clerk of court and sent on a monthly basis to the Commission on Indigent Defense. However, if a defendant fails to pay this fee, this failure alone is not sufficient basis for incarceration for a probation violation. This assessment shall be collected and paid over before any other fees.

61.7. (INDEF: Defense of Indigents Civil Action Application Fee) (A) A person requesting appointment of counsel in any termination of parental rights (TPR), abuse and neglect, or any other civil court action in this state shall execute an affidavit that the person is financially unable to employ counsel and that affidavit shall set forth all of the person's assets. This affidavit must be completed before counsel may be appointed. If it appears that the person has some assets but

they are insufficient to employ private counsel, the court, in its discretion, may order the person to pay these assets or a portion thereof to the Commission on Indigent Defense.

(B) A forty dollar application fee for appointed counsel services must be collected from every person who executes an affidavit that they are financially unable to employ counsel. The person may apply to the court, the clerk of court, or other appropriate official for a waiver or reduction in the application fee. If it is determined that the person is unable to pay the application fee, the fee may be waived or reduced, provided that if the fee is waived or reduced, the clerk or appropriate official shall report the amount waived or reduced to the trial judge and the trial judge shall order the remainder of the fee paid by a time payment method or such method as the trial judge deems appropriate. The clerk of court or other appropriate official shall collect the application fee imposed by this section and remit the proceeds to the Commission on Indigent Defense on a monthly basis. The monies must be deposited in an interest-bearing account separate from the general fund and used only to provide for Indigent Defense services. The monies shall be administered by the Commission on Indigent Defense. The clerk of court or other appropriate official shall maintain a record of all persons applying for representation and the disposition of the application and shall provide this information to the Commission on Indigent Defense on a monthly basis as well as reporting the amount of funds collected or waived.

(C) In matters in which a juvenile is brought before a court, the parents or legal guardian of such juvenile shall execute the above affidavit based upon their financial status and shall be responsible for paying any fee. In matters concerning juveniles, the parents or legal guardians of said juvenile, shall be advised in writing of this requirement at the earliest stage of the proceedings against said juvenile.

(D) Nothing contained above shall restrict or hinder a court from appointing counsel in any emergency proceedings or where existing statutes do not provide sufficient time for an individual to complete the application process.

(E) The appointment of counsel, as herein before provided, creates a claim against the assets and estate of the person who is provided counsel or the parents or legal guardians of a juvenile in an amount equal to the costs of representation as determined by a voucher submitted by the appointed counsel and approved by the court, less that amount that the person pays to the appointed counsel.

(F) Such claim shall be filed in the office of the clerk of court in the county where the person is assigned counsel, but the filing of a claim shall not constitute a lien against real or personal property of the person unless, in the discretion of the court, part or all of such claim is reduced to judgment by appropriate order of the court, after serving the person with at least thirty days notice that judgment will be entered. When a claim is reduced to judgment, it shall have the same effect as judgments, except as modified by this provision.

61.8. (INDEF: Exemption for Pass Through Funding) The funds distributed by the Commission on Indigent Defense to the Legal Services Corporation in accordance with Section 14-1-204 of the 1976 Code shall not be considered part of the commissions budget for purposes of calculating budget reductions.

61.9. (INDEF: Reporting Requirement) Circuit Public Defenders shall provide, in a manner and form as the agency head requires, information and data concerning caseloads, dispositions, and other information as required by the agency head or General Assembly. The agency shall withhold payments and transfers to Circuit Public Defenders who are not in compliance with the agency reporting requirements.

61.10. DELETED

61.11. (INDEF: Capital Case Contract Attorneys) Funds appropriated from the Death Penalty Trial Fund may be used by the commission to retain, on a contractual basis, the service of attorneys qualified to provide representation in capital proceedings to include: capital trials, post-conviction relief actions, re-sentencing, appeals or any other capital litigation proceeding.

The commission shall establish all policies, procedures and contract provisions as it deems appropriate for the implementation of the system, including but not limited to the selection and compensation of contract awardees. The commission may use these funds to retain, on a contractual basis, the services of other professionals to assist court appointed attorneys to provide quality and effective representation in the above capital proceedings.

61.12. (INDEF: Optional Courts and Indigent Representation) If a municipality has or elects to have an optional municipal court system, it must provide adequate funds for representation of indigents. No public defender shall be appointed in any such court unless the municipality and the office of the circuit public defender have reached an agreement for indigent representation and no funds allocated to the commission shall be used to provide compensation for appointed counsel in municipal courts.

61.13. (INDEF: Court Case Contract Attorneys) Of the funds appropriated to the Commission on Indigent Defense for court case backlogs, the commission shall distribute fifty percent to each circuit based upon the proportional statewide share of the number of pending cases for each circuit aged 545 days or more, thirty percent to each circuit based upon the proportional statewide share of the number of pending cases for each circuit aged 366 days and less than 545 days, and twenty percent to each circuit based upon the proportional statewide share of the number of pending cases for each circuit aged 365 days or less as reported by the Judicial

Department for the fiscal year ending June 30, 2021. These funds shall be used by each circuit for the purpose of hiring contract attorneys to address pending active cases.

By June 30, the commission, in coordination with the Judicial Department and the solicitors offices, shall provide a report to the Senate Finance Committee and the House Ways and Means Committee on the amount of funds received by each circuit and on the effectiveness of how these funds have reduced pending cases. The commission shall track any other information deemed necessary to evaluate the effectiveness of this program.



SOUTH CAROLINA COMMISSION ON INDIGENT DEFENSE

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Hugh Ryan, Executive Director
Hervey B.O. Young, Deputy Director and General Counsel
Lori Frost, Assistant Director

June 22, 2021

Ms. Fielding Pringle
5th Chief Public Defender
Judicial Center
1701 Main Street, Suite 103
Columbia, SC 29202

Re: Funding for the new Public Defender and Investigator positions

Dear Ms. Pringle:

Per the FY21-22 State Appropriations Bill H. 4100, the South Carolina Commission on Indigent Defense has received recurring General Fund Appropriations in the amounts of \$1,200,000 for 16.00 new Public Defender positions statewide, (1.00 new positions for each of the 16 judicial circuits at \$75,000 per position) and \$2,400,000 for 32.00 new Investigator positions statewide, (2.00 new positions for each of the 16 judicial circuits at \$75,000 per positions, 150,000 per circuit). The disbursement of these recurring funds is outlined in the agency's proviso 61.1 of the FY21-22 Appropriations act.

Should you have questions or need additional information, please contact me.

Very truly yours,

A handwritten signature in blue ink that reads "Rodney P. Grizzle".

Rodney P. Grizzle, MPA
Comptroller
South Carolina Commission on Indigent Defense

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Lori J. Thomas, MBA, CGFO	Title:	Assistant County Administrator	
Department:	Administration	Division:		
Date Prepared:	September 14, 2021	Meeting Date:	September 28, 2021	
Legal Review	Elizabeth McLean via email	Date:	September 14, 2021	
Budget Review	James Hayes via email	Date:	September 14, 2021	
Finance Review	Stacey Hamm via email	Date:	September 14, 2021	
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM		
Committee	Administration & Finance			
Subject:	General Obligation Bond Ordinance – Public Safety Complex			

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of ordinance for the issuance of tax-exempt General Obligation Bonds not to exceed \$40,000,000 for the construction of the Public Safety Complex at 7201 Two Notch Road, Columbia, SC.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin; however, on July 27, 2021, Council approved a reimbursement resolution for up to \$20,000,000 of expenditures related to this project that may be incurred prior to the issuance of these bonds.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

As instructed by Council, staff has been diligently working to move forward the construction of the Public Safety Complex to house E-911, the Forensic Lab, and SC Pardon and Parole. Staff has determined that, based upon the current value of the County debt service fund, there will be sufficient funds collected to make annual payments on this debt with no impact to the County's General Fund.

Currently working under the reimbursement resolution adopted by Council on July 21, 2021, staff is imminently close to being under contract for the design services for the project and is working through Procurement to secure a Construction Manager at Risk.

The County currently estimates the project cost to be lower than the maximum \$40,000,000 allowed to be borrowed under the bond ordinance; however, to ensure that the County is able to move this process forward, we have built in a contingency for borrowing to allow for fluctuations in material costs. Final design and construction costs will be available prior to issuance to determine the exact bonds to be issued. This cost will be conveyed to Council in regular project updates.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bond Ordinance

RICHLAND COUNTY, SOUTH CAROLINA

ORDINANCE NO. []- 21HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$40,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, REHABILITATING AND IMPROVING A PUBLIC SAFETY COMPLEX; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

ADOPTED: [], 2021

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SCHEDULE I Description of Public Safety Complex SI-1

EXHIBIT A Form of Bond A-1

EXHIBIT B Form of BAN B-1

ORDINANCE NO. []- 21HR

AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$40,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, REHABILITATING AND IMPROVING A PUBLIC SAFETY COMPLEX; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE DETAILS OF THE ISSUANCE AND SALE OF THE BONDS AND THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE BONDS AND THE PAYMENT OF THE BONDS; AND OTHER RELATED MATTERS.

THE RICHLAND COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:

SECTION 1. *Findings.* The County Council (“Council”) of Richland County, South Carolina (“County”), finds and determines:

(a) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended (collectively, “County Bond Act”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) The County has determined that it is in the best interest of the County to acquire, install, construct, equip, rehabilitate, and improve a public safety complex in the County, as more particularly described on Schedule I, (“Public Safety Complex”).

(c) The assessed valuation of all property in the County as of September 1, 2021 (unaudited), for purposes of determining the Bonded Debt Limit of the County is not less than \$1,795,111,528. Eight percent of this assessed value is \$143,608,922 (“County’s Bonded Debt Limit”). As of the date of this Ordinance, the County has outstanding no more than \$46,615,000 of general obligation indebtedness which count against the County’s Bonded Debt Limit (“Outstanding Eight Percent Debt”). As of the date of this Ordinance, the difference between the County’s Bonded Debt Limit and its Outstanding Eight Percent Debt is \$96,993,922, which amount is the not exceeding amount of general obligation indebtedness that the County may incur without a referendum.

(d) The County desires to fund the Public Safety Complex through the issuance and sale of its general obligation bonds pursuant to the County Bond Act in an amount not to exceed \$40,000,000.

SECTION 2. *Authorization and Details of the Bonds.* Pursuant to the County Bond Act, the County is authorized to issue not exceeding \$40,000,000 in general obligation bonds of the County to be designated “General Obligation Bonds of Richland County, South Carolina” (“Bonds”) for the purposes of funding the Public Safety Complex and paying the costs of issuing the Bonds. The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully registered bonds; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in any whole dollar denomination or denominations of \$5,000 or any whole multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest from their date of issuance as may be determined by the County Administrator; and shall mature in such amounts and at such times as determined by the County Administrator.

SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.* The Council delegates to the County Administrator all determinations regarding the sale and issuance of the Bonds and the form and details of the Bonds. The County Administrator is directed to consult with the County's bond counsel and financial advisor in making any such determinations. The County Administrator shall keep Council advised of the status of the sale and issuance of the Bonds.

SECTION 4. *Registrar/Paying Agent.* Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. As determined by the County Administrator, the County Treasurer or a qualified financial institution shall serve as the registrar/paying agent for the Bonds ("Registrar/Paying Agent") and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

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

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

The County and the Registrar/Paying Agent may deem or treat the person in whose name the Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

SECTION 6. *Record Date.* The County establishes a record date ("Record Date") for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case

of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.* In case any Bond, at any time, is mutilated in whole or in part, or lost, stolen or destroyed, or defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such substitute bond is issued.

All expenses necessary for the providing of any substitute bond shall be borne by the applicant therefor.

SECTION 8. *Book-Entry System.*

(a) Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be affected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bonds will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bonds shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as the Bonds are being held under a book-entry system, the Securities Depository Nominee will be recognized as the holder of the Bonds for the purposes of (i) paying the principal, interest and premium, if any, on such Bonds, (ii) selecting the portions of the Bonds to be redeemed if the Bonds are to be redeemed in part, (iii) giving any notice permitted or required to be given to bondholders under this Ordinance, (iv) registering the transfer of the Bonds, and (v) requesting any consent or other action to be taken by the holder of such Bonds, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, beneficial owner or other person claiming a beneficial ownership in the Bonds which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bonds.

(d) The County shall pay all principal, interest and premium, if any, on the Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal, interest and premium, if any, on such Bonds.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall execute and the Registrar/Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with the Registrar/Paying Agent for the authentication, registration and delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bonds by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bonds, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

SECTION 9. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual, facsimile, or electronic signature of the Chairman of Council (“Chair”) and attested by the manual, facsimile, or electronic signature of the Clerk to Council under the seal of the County which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication in substantially the form set forth in Exhibit A executed by the manual, facsimile or electronic signature of an authorized representative of the Registrar/Paying Agent.

SECTION 10. Form of Bonds. The Bonds shall be in the form set forth in Exhibit A as determined by the County Administrator under Section 3.

SECTION 11. Security for Bonds. The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof. There shall be levied and collected annually upon all taxable property in the County an *ad valorem* tax, without limitation as to rate or amount, sufficient for such purposes.

SECTION 12. Exemption from State Taxation. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all South Carolina, county, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

SECTION 13. Sale of Bonds, Form of Notice of Sale. The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a notice of sale or other similar method to solicit offers for the purchase of the Bonds, as the County Administrator may determine.

SECTION 14. *Deposit and Application of Bond Proceeds.* The proceeds derived from the sale of the Bonds are to be used for the purposes set forth herein and shall be applied by the County solely to the purposes for which the Bonds have been issued.

SECTION 15. *Preliminary and Final Official Statement.* If required to sell the Bonds, the County authorizes and directs the County Administrator to prepare, or cause to be prepared, and use, or cause to be used, a preliminary Official Statement and a final Official Statement according to Rule 15c2-12 promulgated by the Securities Exchange Commission (“Rule 15c2-12”), and further authorizes and directs such other appropriate County staff to prepare and provide such information as may be necessary for the County Administrator to so prepare and use such preliminary Official Statement and final Official Statement in connection with the sale of the Bonds. The County Administrator is further authorized to “deem final” the preliminary Official Statement on behalf of the County in accordance with Rule 15c-12.

SECTION 16. *Defeasance.*

(a) If any Bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such Bonds. A Bond shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If a bank or other institution serving in a fiduciary capacity, which may be the Registrar/Paying Agent (“Escrow Agent”), shall hold, at the stated maturities of the Bond, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Bond or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium, if any, due and to become due on such Bonds and prior to the maturity date or dates of such Bonds, or, if the County shall elect to redeem such series Bond prior to its stated maturity, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the Bond, on and prior to the redemption date of such Bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such Bond on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), in order for this Ordinance to be discharged with respect to any Bond, all other fees, expenses and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a Bond, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such Bond, to pay to the owners of such Bond the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any Bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such Bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such Bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any Bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 16(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the Bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 16 has been made with the Escrow Agent, (ii) the Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on, the Bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the Bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem Bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

SECTION 17. Authority to Issue Bond Anticipation Notes. If the County Administrator or Chair, after consultation with the County's financial advisor or bond counsel, should determine that issuance of bond anticipation notes ("BANs") pursuant to Chapter 17 of Title 11 of the Code of Laws of South Carolina, 1976, as amended (the "BAN Act") rather than Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator or Chair is hereby further requested and authorized to effect the issuance of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof the County Administrator and Chair should determine that further issuance of BANs rather than Bonds would result in a substantial savings in interest under then prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator and Chair are requested to continue the issuance of BANs until the County Administrator and Chair determine to issue the Bonds on the basis as aforesaid, and the Bonds are issued.

SECTION 18. Details of Bond Anticipation Notes. Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest either from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate determined or accepted by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in any whole dollar denomination or in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of the Registrar/Paying Agent or, at the option of the County, by the purchaser thereof.

(c) The County Administrator and Chair are authorized to carry out the sale of the BANs and to fix the rate of interest to be borne thereby.

(d) The BANs shall be in substantially the form attached hereto as Exhibit B.

(e) The BANs shall be issued in fully registered or bearer form or a book-entry-eligible form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new note of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a substitute note, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new note or notes of the same aggregate principal amount as the unpaid principal amount of the surrendered BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer

satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of notes in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver notes in accordance with the provisions of this Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully-registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 19. *Security for Bond Anticipation Notes.* For the payment of the principal of and interest on the BANs as the same shall fall due, the full faith, credit and taxing power of the County shall be pledged. In addition thereto, so much of the principal proceeds of the Bonds when issued shall and is hereby directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or Bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

SECTION 20. *Tax and Securities Laws Covenants.*

(a) The following covenants shall be applicable to any series of Bonds or BANs that are sold on a tax-exempt basis:

(i) The County covenants that no use of the proceeds of the sale of the Bonds or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bonds or BANs would have caused the Bonds or BANs to be “arbitrage bonds,” as defined in the Internal Revenue Code of 1986, as amended (“Code”), and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under the Code so long as the Bond is outstanding.

(ii) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(iii) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(b) The County covenants and agrees that it will comply with and carry out all of the provisions of a continuing disclosure agreement, dated the date of delivery of the Bonds, which will meet the requirements of (i) Rule 15c2-12 and (ii) Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

SECTION 21. *Authorization for County Officials to Execute Documents; Ratification of Prior Acts.* The Council authorizes the Chair, County Administrator, Clerk to Council and other county officials or their designees (collectively, “Authorized Representatives”) to execute and consent to such documents and instruments as may be necessary to effect the intent of this Ordinance. Except as otherwise specifically stated in this Ordinance, any actions taken by any Authorized Representatives prior to the date of this Ordinance in furtherance of the issuance and sale of the Bonds or the financing of the Public Safety Complex, including the expenditure of funds and the execution of documents, are hereby approved, ratified and confirmed in all respects.

SECTION 22. *Publication of Notice of Adoption of Ordinance.* Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

SECTION 23. *Retention of Bond Counsel and Other Professionals.* The Council authorizes the County Administrator to retain the law firm of Parker Poe Adams & Bernstein LLP as its bond counsel, and the firm of First Tryon Advisors, as its financial advisor, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter into such other contractual arrangements and hire such other professionals as may be necessary to effect the issuance, sale, execution and delivery of the Bonds, and the other transactions contemplated by this Ordinance.

SECTION 24. *Reimbursement from Bond Proceeds.*

(a) This Ordinance is the County's official declaration of intent pursuant to Treasury Regulation §1.150-2 to reimburse the County for expenditures incurred and paid in connection with the Public Safety Complex on or after the date occurring 60 days prior to the date of adoption of this Ordinance from the proceeds of the Bonds or an authorized BAN ("Expenditures").

(b) The County acknowledges that Expenditures which may be reimbursed are limited to Expenditures which are (i) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treasury Regulation §1.150-2) under general federal income tax principles, or (ii) certain *de minimis* or preliminary expenditures satisfying the requirements of Treasury Regulation §1.150-2(f).

(c) The source of funds for the Expenditures with respect to the Public Safety Complex will be the County's general fund or capital projects fund.

(d) The County acknowledges that to be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (i) the date on which the Expenditures were paid, or (ii) the date the Public Safety Complex is placed in service, but in no event more than three years after the County made the original Expenditures.

SECTION 25. *General Repealer.* All ordinances, rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

SECTION 26. *No Personal Liability.* No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained herein or in the Bonds or BANs, and any other incorporated or referenced documents against any elected official of the County or any officer or employee of the County, as such, in his or her individual or personal capacity, past, present or future, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance, the Bonds and BANs are solely governmental obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any director, officer or employee, as such, past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the owners of the Bonds or BANs or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such elected official, officer and employee is, by the enactment of this Ordinance and the execution

of the Bonds and BANs, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Bonds and BANs, expressly waived and released. The immunity of elected officials, officers and employees of the County and waiver and release of personal liability under the provisions contained in this Section shall survive the termination of this Ordinance and maturity of the Bonds or BANs issued hereunder.

[Signature page follows]

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:
First Reading: September 14, 2021
Second Reading: September 21, 2021
Public Hearing: October 5, 2021
Third Reading: October 5, 2021

SCHEDULE I

PUBLIC SAFETY COMPLEX

The purpose of these bonds is to design, update, and construct as required for operation a facility for the operation of public safety related activities including, but not limited to, Emergency 911 Communications, a technologically current forensics laboratory and offices for housing the South Carolina Probation, Pardon and Parole staff as required by section 24-21-270 Code of Laws of South Carolina, 1976, as amended.

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (“SECURITIES DEPOSITORY”), TO RICHLAND COUNTY, SOUTH CAROLINA, OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE SECURITIES DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BONDS
[TAXABLE/TAX-EXEMPT] SERIES 2021

No. R-[]

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
[] %	[]	[]	[]

REGISTERED OWNER: []

PRINCIPAL AMOUNT: [] DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to the Registered Owner named above, its successors or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until the County’s obligation with respect to the payment of such principal sum shall be discharged.

[Principal and interest on this bond are payable at maturity on [], and will be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the [], as registrar/paying agent (the “Registrar/Paying Agent”). The principal of and interest on this bond is payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that the interest on this fully registered bond will be paid by check or draft as set forth above.]

[Interest on this bond is payable semiannually on _____ 1 and _____ 1 of each year commencing _____ 1, 20[], until this bond matures, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the County maintained by the Registrar/Paying Agent, at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date. The principal and interest on this bond are payable in any coin or

currency of the United States of America which is, at the time of payment, legal tender for public and private debts, provided, however, that interest on this fully registered bond shall be paid by check or draft as set forth above.]

This bond is [one of an issue of bonds (the “Bonds”) of like date, of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, issued in an original aggregate principal amount of _____,] issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Chapter 15, Title 4 and Chapters 27, Title 11, Code of Laws of South Carolina, 1976, as amended; and an Ordinance duly adopted by the Richland County Council on [], 2021 (the “Ordinance”). All capitalized terms used but not defined in this bond will have the meanings given in the Ordinance.

This bond shall not be valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

For the payment of the principal of and interest on this bond as it matures and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the County are hereby irrevocably pledged, and there shall be levied annually by the County Auditor and collected by the County Treasurer in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this bond as it matures and to create such sinking fund as may be necessary therefor.

[The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the Securities Depository Nominee, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by participants in the Securities Depository (“Participants”), with beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The County and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by Participants will be the responsibility of such Participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the Securities Depository.

The Bonds maturing on or prior to _____ 1, _____, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____ 1, _____, shall be subject to redemption at the option of the County on or after _____ 1, _____, as a whole or in part at any time, and if in part in such order of maturities as shall be determined by the County, at the redemption prices with respect to each Bond, expressed as a percentage of the principal amount of the Bonds to be redeemed, set forth below, together with the interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed
(both dates inclusive)

Redemption Price

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent or by the Securities Depository in accordance with its procedures. In the event this bond is redeemable as aforesaid, and shall be called for redemption, notice of the redemption hereof, describing this bond and specifying the redemption date and the redemption price payable upon such redemption, shall be mailed by the Registrar/Paying Agent by first-class mail, postage prepaid, to the registered owner hereof not less than 30 days and not more than 60 days prior to the redemption date at such owner's address as it appears upon the registration books of the County. If this bond is redeemable and shall have been duly called for redemption and notice of the redemption hereof mailed as aforesaid, and if on or before the date fixed for such redemption, payment hereof shall be duly made or provided for, interest hereon shall cease to accrue from and after the redemption date hereof.]

This bond is transferable only upon the books of the County kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Owner hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. Thereupon a new fully registered bond or bonds of the same series, aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Ordinance. The County and the Registrar/Paying Agent may deem and treat the person in whose name the bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of this bond as they respectively become due and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this bond to be signed with the manual, facsimile or electronic signature of the Chair, attested by the manual, facsimile or electronic signature of the Clerk to County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication: [], 2021

This bond is one of the Bonds described in the within-defined Ordinance of Richland County, South Carolina.

_____ as Registrar/Paying Agent

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants in entireties
- JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UNIF GIFT MIN ACT - _____
(Cust)

Custodian _____
(Minor)

under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used, though not in the above list.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Social Security No. or other Identifying Number of Assignee _____) the within Bond of Richland County, South Carolina, and does hereby irrevocably constitute and appoint _____ to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: _____

Signature Guaranteed: _____

NOTICE: Signature must be guaranteed by an institution who is a participant in the Securities Transfer Agents Medallion Program ("**STAMP**") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B
FORM OF BAN

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE,
[TAXABLE/TAX-EXEMPT] SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County“) hereby acknowledges itself indebted, and for value received promises to pay to the [bearer] [registered owner] hereof, the principal sum of

at the principal office of _____, in the City [], State of [], on the _____ day of _____, _____, and to pay interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) on said principal sum from the date hereof [from the date of each advance], at the rate of __%, payable upon the maturity of this note. This note is [is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This note is one of an issue of Bond Anticipation Notes, of like date, tenor and effect, except as to numbering and denomination, aggregating \$ _____ (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County (“Bonds”) to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended and Title 4, Chapter 15, and Title 11, Chapter 27 of the Code of Laws of South Carolina, 1976, as amended, and Ordinance No. [] duly adopted by the County Council of the County on [], 2021. The full faith, credit and taxing power of the County and the proceeds to be derived from the sale of the Bonds are pledged for the payment of the principal of and interest on the Notes.

This note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this note to be signed by the manual, facsimile or electronic signature of the Chair of the County, attested by the manual, facsimile or electronic signature of the Clerk to County Council, the seal of the County impressed, imprinted or reproduced thereon and this note to be dated the ____ day of _____, 2021.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk to County Council

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Ronaldo D. Myers		Title:	Director
Department:	Alvin S. Glenn Detention Center	Division:		
Date Prepared:	August 09, 2021	Meeting Date:	September 28, 2021	
Legal Review	Elizabeth McLean via email		Date:	September 14, 2021
Budget Review	James Hayes via email		Date:	September 14, 2021
Finance Review	Stacey Hamm via email		Date:	September 14, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM		
Committee	Administration & Finance			
Subject:	Fire and Security Control Maintenance Contract			

STAFF'S RECOMMENDED ACTION:

Staff recommends approval of the award of the Fire and Security Control Maintenance Contract to Honeywell in the amount of \$362,947.00. The scope package includes all services and equipment to be covered in maintenance contract. This is a one year contract with up to four renewals based on satisfactory services to the Alvin S. Glenn Detention Center (ASGDC).

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

None.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

Fire Code and Building Code regulations for 13 Institutional facilities

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

The contract will provide the ASGDC with continued maintenance contract services in accordance with the work scope documents and terms and conditions, which form a part of the agreement. This request is for the annual contract renewal based on satisfactory performance. .

A RFB solicitation was advertised by Procurement on July 7, 2021 and closed on August 2, 2021. One (1) vendor (Honeywell) responded to the RFB. The RFB was view by 21 vendors but only one company submitted a bid. The proposed pricing is a 2.4% increase over the prior contract. This service will provide safety, quality assurance, and cost reductions for life safety and equipment protection for our Fire and Security controls.

Services provided, including materials and equipment, will be in accordance with current Fire Code and Building Code regulations for 13 Institutional facilities, and will remain in compliance with current and revisions to regulations as they are posted. The contract provider will be certified and maintain certification for Fire and Building Code regulations and keep the detention center in compliance with all Fire Marshal and South Carolina Department of Corrections Compliance, Standards and Inspections requirements. The Contract will provide the following:

Contract Coverage Summary

- Fire Alarm Maintenance, Test and Inspect Services
 - Maintain the fire alarm system components and software detailed in scope of work.
- Security System Inspect Services
 - Maintain security system hardware and software found in the scope of work.
- HVAC Automation System Inspect Services
 - Maintain building automation system hardware and software found in the scope of work. (Note: HVAC equipment relating to peripherals for Fire protection requirements. General HVAC is under a separate contract.)

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Bid Tabulation

RC-448-B-2021, ASGDC's Fire, Security and HVAC Maintenance Control Services

COMPANY: Honeywell Building Solutions

Due: 8/2/2021 @3:00PM

Item	Lump Sum for each category for all Locations	Quantity Required	Unit Price
No Basket (3)			
#0-1	SECTION 1 Fire Alarm Maintenance, Test and Inspect Services	1	\$72,589.40
#0-2	SECTION 2- Security System Inspect Services	1	\$145,178.80
#0-3	SECTION 3- HVAC Automation System Inspect Services	1	\$145,178.80
		Total Cost	\$362,947.00



Agenda Briefing

Prepared by:	Zachary Cavanaugh	Title:	Director of Business Services
Department:	Community Planning & Development	Division:	Business Service Center
Date Prepared:	September 13, 2021	Meeting Date:	September 28, 2021
Legal Review	Elizabeth McLean via email	Date:	September 22, 2021
Budget Review	James Hayes via email	Date:	September 14, 2021
Finance Review	Stacey Hamm via email	Date:	September 21, 2021
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee	Administration & Finance		
Subject:	Business License Ordinance Amendment to comply with SC Act 176		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of Business License Ordinance Amendment to comply with SC Act 176 (Business License Standardization Act).

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

There is no anticipated fiscal impact.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

This is a “working” copy. The County Attorney’s Office may have additional, suggested changes as the readings move forward.

REGULATORY COMPLIANCE:

SC Act 176 requires all business license taxing jurisdictions to comply with SC Act 176 by December 31st 2021.

MOTION OF ORIGIN:

This is a staff initiated request. There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

In 2020, the General Assembly passed Act 176, the SC Business License Standardization Act. The law requires that jurisdictions with a business license requirement now all use a single due date-April 30th and a standard license year period of May 1st to April 30th. Other licensing practices must be standardized as well, including the method of calculating a business's gross income, the setting of rate classes, as well as acceptance of a standard license application and acceptance of payments from a statewide online payment center. All taxing jurisdictions have until January 1, 2022 to implement these changes to their current business license practices.

Planned Activities

Adjust our current business license year to May 1-April 30. This will extend Richland County's renewal deadline from March 15th to April 30th.

Once the license year has been changed, the Business Service Center will need to alert all businesses of the change prior to and during the license renewal process.

Staff must assign each of their business license records a correct 2017 North American Industry Classification System (NAICS) code using 6 digit numbers which allows the license official to bundle individual businesses into similar industry groups. (This has already been completed)

The license official will need to ensure each business is assigned to the correct, state-mandated rate class using the 2021 Class Schedule, which is obtained from our business license standardization liaison at MASC.

The license official must also rebalance their business license tax rates to ensure revenue neutrality during the 2022 business license cycle. The business license data should be exported into an excel spreadsheet and once the data is deemed accurate the license official should begin reviewing the license tax rate for each class and suggest changes to the rates, if necessary to achieve a revenue-neutral result. The purpose of this "rebalancing" is to ensure the taxing jurisdiction does not collect more business license taxes in 2022 than it did in the 2020 license year.

By the end of 2021, Richland County must set up an account with the state-mandated Local Business License Renewal Center, which allows businesses to renew their licenses online with any city or county in the state. The SC Revenue and Fiscals Affairs Office hosts and manages the Renewal Center, with MASC providing support.

ADDITIONAL COMMENTS FOR CONSIDERATION:

None.

ATTACHMENTS:

1. Draft amended ordinance

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-21HR

AN ORDINANCE MAKING CERTAIN CHANGES TO ARTICLE I, CHAPTER 16 OF THE CODE OF ORDINANCES OF RICHLAND COUNTY RELATING TO BUSINESS LICENSING AND REGULATION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; is hereby amended by deleting all of the language in Article I and inserting:

ARTICLE I. IN GENERAL

Sec. 16-1. License Required.

Every person engaged or intending to engage in any calling, business, occupation or profession, whether or not it is listed in the rate classification index portion of the Business License Fee Schedule, in whole or in part, within the unincorporated areas of the county is required to submit a completed application for a business license accompanied by the appropriate fees for the privilege of doing business in the county and to obtain a business license as herein provided, except those as noted in Section 16-7.

Sec. 16-2. Definitions.

The following words, terms, and phrases, when used in this article shall have the meaning ascribed herein, except where the context clearly indicates or requires a different meaning:

- (1) Business means a calling, occupation, profession or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly. A charitable organization shall be deemed a business unless the entire proceeds of its operation are devoted to charitable purposes. For the purposes of this article, business does not include a wholesaler who does not maintain a warehouse or distribution establishment within the County.
- (2) Charitable organization means a person:
 - (a) determined by the Internal Revenue Service to be a tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code; or
 - (b) that is or holds itself out to be established for any benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic, or other eleemosynary purpose, or for the benefit of law enforcement personnel, firefighters, or other persons who protect the public safety; or
 - (c) that employs a charitable appeal as the basis of solicitation or an appeal that suggests that there is a charitable purpose to a solicitation, or that solicits or obtains contributions solicited from the public for a charitable purpose.

(3) Charitable purpose means a purpose described in Section 501(c)(3) of the Internal Revenue Code or a benevolent, social welfare, scientific, educational, environmental, philanthropic, humane, patriotic, public health, civic, or other eleemosynary objective, including an objective of an organization of law enforcement personnel, firefighters, or other persons who protect the public safety if a stated purpose of the solicitations includes a benefit to a person outside the actual service membership of the organization.

(4) Classification means a division of businesses by major groups subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by County Council.

(5) Construction Manager means any self-employed individual, firm, partnership, corporation, or group which supervises or coordinates construction of any building, highway, sewer, grading, improvement, re-improvement, structure, or part thereof. Notwithstanding payment by fixed price, commission, fee, or wage, said construction manager shall be classified in the category of construction contractors for purposes of this article and shall pay a license fee based upon the total cost of the undertaking supervised or coordinated, except as otherwise exempted.

(6) Contractor means any self-employed individual (not reporting income taxes on the IRS Form W2), firm, partnership, corporation, or group performing a service or providing a product subsequent to a contract signed by that party and another party.

(7) County means the County of Richland.

(8) Domicile means a principal place from which the trade or business of a licensee is conducted, directed, or managed. A licensee may have more than one domicile.

(9) Drinking Place means any business which obtains the majority, not necessarily at least 50.1%, of its gross income from the sale or provision of alcohol for onsite consumption.

(10)(a)(i) Gross income means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within Richland County. For a licensee who has a domicile in the County, business done within the County shall include all gross receipts or revenue received or accrued by such person or business, excepting income earned outside of the County on which a license tax is paid by the person or business to some other county or municipality and fully reported to the County. For a licensee who does not have a domicile in the County, business done within the County shall include only gross receipts or revenue received or accrued within the County. In all cases, if the licensee pays a business license fee to another county or municipality, then the taxpayer's gross income for the purpose of computing the tax within the County must be reduced by the amount of gross income taxed in the other county or municipality.

(ii) Gross income for agents means gross commissions received or retained. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.

(iii) Gross income for insurance companies means gross premiums written.

(iv) Gross income for manufacturers of goods or materials " is the lesser of gross income collected from business done at the location within the County, the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or the amount of expenses attributable to the location as a cost center of the

business. Manufacturers include those licensees reporting a manufacturing principal business activity code on their federal income tax returns.

(v) Gross income for telecommunications providers is subject to the provisions of Article 20, Chapter 9, Title 58.

(b) Gross income for business license tax purposes may not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods or trade in merchandise may be included in gross income.

(c) The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other governmental agencies.

~~Gross income means the total revenue of a business, received or accrued, for one calendar or fiscal year, collected or to be collected by a business within the county, excepting therefrom business done wholly outside of the county on which a license fee is paid to some other county or a municipality and fully reported to Richland County.~~

~~Gross income for brokers or agents means gross commissions received or retained, unless otherwise specified. Gross income for business license fee purposes shall not include taxes collected for a governmental entity (such as sales taxes), escrow funds, or funds that are the property of a third party. The value of bartered goods or trade in merchandise shall be included in gross income. The gross income for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agency.~~

(11) Gross receipts means the value proceeding or accruing from the sale of tangible personal property, including merchandise and commodities of any kind and character and all receipts, by the reason of any business engaged in, including interest, dividends, discounts, rentals of real estate or royalties, without any deduction on account of the cost of the property sold, the cost of the materials used, labor or service cost, interest paid, or any other expenses whatsoever, and without any deductions on account of losses.

(12) Insurance company refers to a business which meets the definition established in South Carolina Code of Laws, § 38-1-20, Definitions: an insurer defined as “any corporation, ... or aggregation of individuals engaging or proposing or attempting to engage as principals in any kind of insurance [defined as a “contract whereby one undertakes to indemnify another or pay a specified amount upon determinable contingencies”] or surety business, including the exchanging of reciprocal or inter-insurance contracts between individuals, partnerships, and corporations”, and does not meet the criteria for a health maintenance organization as covered by South Carolina Code of Laws, § 38-33-104(D).

(13) Licensee means the business or the person applying on for a license on behalf of a business, an agent or legal representative or a business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

(14) License official means a county employee who is designated to administer this article, and/or his/her designee.

(15) Person means any individual, firm, partnership, LLP, LLC, cooperative, nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the

singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

(16) Sexually Oriented Business means a sexually oriented business as defined within Section 26-22 of the Richland County Code of Ordinances.

(17) Wholesaler means a business that specializes in the sale of goods to an individual who will resell the goods. The sale includes the delivery of goods to the reselling individual. A wholesaler does not sell goods to a user or a final consumer.

Sec. 16-3. Purpose and Duration.

- (1) The requirement of a business license is for the purpose of assuring that a business conducted within unincorporated Richland County complies with all applicable State and County regulations and requirements in order to protect the health, safety and welfare of the citizens of the County. Additionally, the requirement of a business license fee levied by this article serves to establish an excise tax for the privilege of doing business within unincorporated Richland County.
- (2) ~~Each license that is issued shall be valid for one calendar year, beginning on January 1 and expiring on December 31. This time period shall be considered a license year. The provisions of this article and the rates set out in this article shall remain in effect from year to year as amended by the County Council.~~ The license of a licensee who has applied for and received a business license through December 31, 2021 shall continue until April 30, 2022. Each license issued thereafter shall be issued for the twelve-month period beginning on May 1 and ending April 30.
- (3) Notwithstanding the provisions of subsection (2), the county may issue a business license to a contractor with respect to a specific construction project which may, at the request of the licensee, expire at the completion of the construction project.
- (4) The provisions of this article and the rates set out in this article shall remain in effect from year to year as amended by the County Council.

Sec. 16-4. License Fee.

(1) The required license fee shall be paid for each business subject to this article according to the applicable rate classification on or before May 1 of each year and the county may impose a penalty on a licensee who has not paid by this date. However, an admitted insurance company may pay before June 1 without penalty.

(2) A separate license shall be required for each place of business and for each classification of business conducted at one place. If gross income cannot be separated for classifications at one location, the license fee shall be computed on the combined gross income for the classification requiring the highest rate.

(3) A license fee based on gross income shall be computed on the gross income for the preceding calendar or fiscal year, and on a 12-month projected income based on the monthly average for a business in operation for less than one year. The fee for a new business shall be computed on the estimated or probable gross income stated in the license application for the balance of the calendar year, or if the estimated or probable gross income is unknown, shall be computed on the average actual first-year income of all similar businesses, identified by NAICS codes, and updated prior to renewing for the following year.

(4) Unless otherwise specifically provided, all minimum fees and rates shall be multiplied by 200 percent for nonresidents and for itinerants having no fixed principal place of business within the county.

Sec. 16-5. Classification and Rates.

(1) The County Council shall, by ordinance and in conjunction with the passage of the yearly budget ordinance, establish and approve a Business License Fee Schedule upon the adoption of the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the Revenue and Fiscal Affairs office by December 31 of every odd year. ~~establish and approve a Business License Fee Schedule providing a business license rate for each Class of businesses subject to this article. If the County Council fails to fix such rates for a particular calendar year, the rates previously adopted by the County Council shall continue to govern until new rates are fixed. County Council, at its discretion, may also amend, at any time, by ordinance, the Business License Fee Schedule, to establish new rates, to be effective and payable for the following calendar year.~~

(2) The sectors of businesses included in each Rate Class are listed with the United States North American Industry Classification System (NAICS) codes. The alphabetical index in the Business License Fee Schedule is a tool for classification, not a limitation on businesses subject to a license fee. The License Official shall determine the proper class for a business according to the applicable NAICS manual or website, whether or not the business is listed in the alphabetical index. The County may, upon a finding of a rational basis as explained in its ordinance and by a positive majority vote of the County Council, provide for additional reasonable subclassifications described by a NAICS sector, subsector, or industry, based upon particularized considerations as needed for economic stimulus or the enhanced or disproportionate demands by a specific business subclassification on the County's services or infrastructure.

(3) ~~Any business license covering a year prior to 2008 but obtained on or after January 1, 2008 will be calculated based on the rate structure established in the Business License Fee Schedule and with the rates in the Business License Fee Schedule in effect at the time the business license is obtained.~~

(4) (a) One decal shall be required for each vehicle used by contractor companies for going to and from job sites to identify their business as being properly licensed. Decals shall cost no more and no less than the cost to produce the decal, rounded up to the nearest quarter value.

(b) Taxis, limos, and shuttles shall post one taxi or shuttle decal on each vehicle. Vehicles registered in Richland County shall be charged \$110 per decal; vehicles not registered in Richland County shall be charged \$165 per decal.

(5)(4) (a) All rates, including the cost of decals and stickers, shall be automatically adjusted every three years by July 1, to be effective the following January 1, to account for changes in the Consumer Price Index (CPI). The adjustment shall be made in the following manner: the CPI, using the CPI calculation used by the County in other contexts, for the previous three years shall be determined and averaged together. The rates described in the Business License Fee Schedule shall be increased by the sum of the three-year average CPI for each of the last three years. (Rates shall be rounded up to the nearest nickel value; fees for decals and stickers shall be rounded up to the nearest quarter value.)

(b) If County Council increases the rates independent of the automatic CPI increases, the next CPI increase shall not be calculated until the third year, by July 1, following the County Council increase.

Sec. 16-6. Registration Required.

(1) The owner, agent, or legal representative of every business subject to this article, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year. A new business shall be required to have a business license prior to operation within any unincorporated area of the county.

(2) Application shall be on a form provided by the License Official which shall contain the social security number and/or the federal employer's identification number, the South Carolina Retail License Number (if applicable), the business name as reported on the South Carolina income tax return, the business name as it appears to the public at the physical location, and all information about the applicant and the business deemed appropriate to carry out the purpose of this article by the License Official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross income figures.

(3) The applicant shall certify that the information given in the application is true, that the gross income is accurately reported, or estimated for a new business, without any unauthorized deductions, that all funds due to the county have been paid, and that all other licenses and permits required by the county or state to do business in the county have been obtained.

(4) No business license shall be issued until the applicant has obtained all other licenses and/or permits required by the County or State to do business in the County, and paid in full any associated license and permit fees or business-related fees and taxes, including any late fees or penalties.

(5) As a prerequisite to submittal of a business license application, the premises and real property to be used as a business must be in compliance with all applicable state and local health, fire, zoning and building codes or regulations. As part of the Business License application, the applicant must submit to the License Official documentation that shows that the premises is currently in compliance with the Richland County Zoning Ordinance, Building Code, Electrical Code, Mechanical Code, Plumbing Code, Roofing Code and other applicable regulatory Codes as adopted by the County Council.

(6) Insurance agents and brokers shall report the name of each insurance company for which a policy was issued and the total premiums collected for each company for each type of insurance coverage on a form approved by the License Official. An insurance agent not employed by an insurance company or employed by more than one insurance company shall be licensed as a broker.

(7) Fireworks sales: Any establishment desiring to sell fireworks must first acquire the Annual State Board of Pyrotechnic Safety License and must meet all regulations pursuant to the provisions of Regulation 19-405, S.C. Code of Laws for 1976. Prior approval of the Richland County Sheriffs Department is required as governed by regulations of the State Fire Marshal pursuant to the 1976 Code, Chapter 9 of Title 23, and Chapter 43 of Title 39, governing the transportation and use of pyrotechnics.

(8) Miscellaneous sales (antique malls, flea markets or leased space sales): Any person leasing space for the sale of merchandise from an established business shall be required to have a business license, whether or not the sales are made through a central cash register. Furthermore,

it shall be the responsibility of the lessor of the spaces to advise the business license office of persons leasing space.

Sec. 16-7. Deductions, Exemptions, Charitable Organizations, and Determination of Classification.

(1) No deductions from gross income shall be made except as follows:

(a) Income from business done wholly outside of the county jurisdiction on which a license fee is paid to another county or to any municipality, taxes collected for a governmental entity, or income which cannot be taxed pursuant to state or federal law. The applicant shall have the burden to establish the right to deduction by satisfactory records and proof by including with the business license application, either new or renewing, a separate itemized list showing all deductions claimed, or no deductions will be allowed. Deductions will be approved as authorized by this section.

(b) Businesses whose business activity(ies) are described by the North American Industry Classification System (NAICS) with codes beginning with 4411 or 4412, which includes the following:

1. New and Used Automobile Dealers (441110 and 441120);
2. Recreational Vehicle Dealers (441210);
3. Motorcycle, ATV, and Personal Watercraft Dealers (441221);
4. Boat Dealers (441222); and
5. All Other Motor Vehicle Dealers (441229).

These businesses shall be authorized to deduct the amounts paid to customers in exchange for motor vehicle trade-ins as part of sales transactions.

(c) Income from sales generated by interstate commerce, i.e. sales of goods or products across state lines. Provided, however, such deducted income shall be included in the business' reported gross income.

(2) Exemptions.

(a) No person shall be exempt from the requirements of this article by reason of the lack of an established place of business within the County, unless exempted by state or federal law.

(b) The following businesses, occupations or professions are exempt from the requirements of this article:

1. Teachers;
2. Ministers, pastors, preachers, rabbis and other leaders of commonly recognized religious faiths;
3. Telephone, telegraph, gas and electric and other utilities or providers regulated by the South Carolina Public Service Commission;
4. Insurance companies; and
5. An entity which is exempt from license tax under any state law other than South Carolina Code of Laws, § 4-9-30(12), or a subsidiary or affiliate of any such exempt entity.

(c) No person shall be exempt from this article by reason of the payment of any other tax or fee, unless exempted by State law, and no person shall be relieved of the liability for the payment of any other tax or fee by reason of the application of this article.

(3) In lieu of the license required by Section 16-1, a participant in a single annual event of not more than ten consecutive calendar days in length may be issued a permit at the rate of \$10.00 on

gross income on the first \$2,000.00 and \$1.20 on each additional \$1,000.00 of gross income or fraction thereof. This permit will be valid only for the time period specified thereon and can be obtained for no more than one event annually. Organizers of such events may pay for and obtain a business license on behalf on all its vendors at a rate of \$10 per vendor or on the previous year's income generated by the event based upon the rate above, whichever is greater.

Inspections prior to the issuance of a permit may be waived. Inspections may be conducted during the event. For purposes of this subsection, an event is defined as participation by a group of exhibitors or others where displays are established in individual booths or stalls for the purpose of presenting to the audience goods, wares, merchandise or services offered for sale, rent or promotional purposes or for the general good will of the exhibitors. An event may be a trade show, an antique show, a craft show, or any other type of show fitting this definition.

(4) Notwithstanding any provision to the contrary, businesses and individuals defined as contractor herein shall be exempt from the provisions of this article in the following manner:

The business license fee shall be reduced by excluding that portion of the business' gross income generated from work done for which a Richland County building permit was obtained and a building permit fee paid (by either the general contractor or subcontractor responsible for that work), pursuant to the provisions of Section 6-51 of the Richland County Code of Ordinances.

If all income of a contractor is generated from work done for which a building permit fee is paid (by either the general contractor or subcontractor responsible for that work), said contractor shall be exempt from paying any business license fee. Such an exempt contractor shall still submit a business license application by the deadline with documentation attached establishing such contractor's right to an exemption.

Income generated from work done for which a Richland County building permit is not required, such as general repairs, shall be subject to a business license fee on that income.

(5) Charitable organizations which have exemptions from state and federal income taxes and/or are 501(c)(3) organizations according to the IRS Tax Code and where all proceeds are devoted to charitable purposes are exempt from a business license fee. Documentation of the claim to this exemption must be provided.

(6) The provisions of this article shall not extend to persons who grow their own agricultural produce or products, and use the Columbia State Farmers' Market, or other farmers' markets officially recognized by the County, to sell their produce directly to consumers.

(7) The License Official shall determine the appropriate classification for each business.

Sec. 16-8. False Application Unlawful.

It shall be unlawful for any person subject to the provisions of this article to make a false application for a business license, or to give or file, or direct the giving or filing of any false information with respect to the license or fee required by this article.

Sec. 16-9. Display and Transfer.

(1) All persons shall display the license, with the business name as it appears at the physical location, issued to them on the original form provided by the License Official in a conspicuous place in the business establishment at the physical location shown on the license. A transient or non-resident shall carry the license upon his or her person or in a vehicle used in the business

readily available for inspection by any authorized agent of the County. Authenticated copies shall be available at an additional cost per copy, established by the License Official.

(2) A change of address must be reported to the License Official within ten (10) business days after removal of the business to a new location and the license will be valid at the new address upon written notification of the License Official and compliance with zoning and building codes. Failure to obtain the approval of the License Official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on the prior business' income.

Sec. 16-10. Administration, Enforcement.

(1) The License Official shall administer the provisions of this article, collect license fees, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or revocation procedures, report violations to the appropriate department, and assist in prosecution of violators, produce forms, make reasonable regulations relating to the administration of this article, and perform such other duties as may be assigned by the County Administrator.

(2) The Planning and Development Services Department, Building Codes and Inspections Department, Fire Marshal's Office, and Sheriff's Department, in addition to the License Official, are hereby empowered to make or initiate investigations to ensure compliance with the provisions of this article and to initiate prosecution of violations.

Sec. 16-11. Inspection and Audits.

(1) For the purpose of enforcing the provisions of this article, the License Official or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct license fee and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of license fee shall constitute a separate offense.

(2) The License Official shall make systematic and random inspections and audits of all businesses within the county to ensure compliance with this article. Records of inspections and audits shall not be deemed public records, and the License Official shall not release the amount of license fees paid or the reported gross income of any person by name without written permission of the licensee, provided that statistics compiled by classifications may be made public.

(3) The License Official, upon approval of the County Administrator, may disclose gross income of licensees to the Internal Revenue Service, State Departments of Revenue, Richland County Auditor, Richland County Business Service Center Appeals Board, and other State, County, and municipal business license offices for the purpose of assisting tax assessments, tax collections, and enforcement. Such disclosures shall be for internal, confidential, and official use of these governmental agencies and shall not be deemed public records.

Sec. 16-12. Assessments.

(1) When a person fails to obtain a business license or to furnish the information required by this article or by the License Official, the License Official shall proceed to examine such records of the business or any other available records as may be appropriate and to conduct such investigations and statistical surveys as the License Official may deem appropriate to assess a license fee and penalties as provided herein.

(2) A notice of assessment shall be served by certified mail. An application for adjustment of the assessment may be made to the License Official within five (5) business days after the notice is mailed or the assessment will become final. The License Official shall establish by regulation the procedure for hearing an application for adjustment of assessment and issuing a notice of final assessment.

(3) A final assessment may be appealed to the Business Service Center Appeals Board, as described in Section 16-18.

Sec. 16-13. Delinquent License Fees, Partial Payment.

(1) A license fee shall be considered delinquent if all or any part of such fee has not been paid on or before **April 30** of each calendar year. Businesses providing business license payments by the deadline but which have: a) indebtedness to the County, or b) have not yet obtained other necessary permits or licenses, or c) have not met other requirements necessary to obtain a business license, as specified in Section 16-6, shall accrue penalties until the indebtedness is cleared, the permits or licenses obtained, or met the other requirements necessary to obtain a business license, at which time the business license application processing may continue.

(2) Partial payment may be accepted by the License Official to toll imposition of penalties as authorized in Section 16-22 on the portion paid; provided, however, no business license shall be issued or renewed until the full amount of the balance due, with penalties, has been paid.

Sec. 16-14. Notices.

The License Official may, but shall not be required to, mail written notices that license fees are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the county three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the fee due or grounds for waiver of penalties.

Sec. 16-15. Denial of License.

- (1) The License Official shall deny a license to an applicant if:
- (a) the application is incomplete;
 - (b) the application contains a misrepresentation, false or misleading statement, evasion or suppression of a material fact;
 - (c) the applicant has given a bad check or tendered illegal consideration for any license fee;
 - (d) within five years from the date of application, the applicant has been convicted of or pled guilty or nolo contendere any crime(s) or offense(s) under South Carolina Code of Laws, Title 16, Crimes and Offenses, Chapter 13, Forgery, Larceny, Embezzlement, False Pretenses and Cheats; Chapter 14, the Financial Transaction Card Crime Act; or South Carolina Code of

Laws, § 39-15-1190, Sale of Goods or Services with a Counterfeit Mark; or the same crime or offense in another jurisdiction;

(e) the premises and parcel of real property to be used for the business activity for which a license is sought is not in compliance with applicable state and/or local health, fire, zoning, and building codes and regulations;

(f) the business activity for which a license is sought is unlawful; or

(g) the business constitutes a public nuisance as determined by a court of law.

A decision of the License Official shall be subject to appeal to the Business Service Center Appeals Board as herein provided. Denial shall be written with reasons stated.

Sec. 16-16. Drinking Places.

(1) No license to operate a drinking place shall be issued to, or in the name of, a corporation, association, or a trade name as such. Any application for a corporation, association, or trade name shall be made by the officers for its use, and such officers shall identify in the application the name by which the business will be operated. In addition, such officers in making an application shall be held to assume all responsibility there under as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances.

(2) In addition to the reasons for denial of a license set forth in Section 16-5 of this article, the License Official shall deny a business license to an applicant for a Drinking Place if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

(a) is a minor;

(b) has had an alcohol liquor license issued in the name of the applicant or other officer pursuant to South Carolina Code of Laws, § 61-6-10 et seq. suspended, revoked, or not renewed within a two-year period immediately preceding the filing of the application; or

(c) has had a business license revoked or denied under the provisions of this article within a three-year period immediately preceding the filing of the application.

Sec. 16-17. Sexually Oriented Businesses.

(1) The purpose of this section is to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of Richland County, and to establish reasonable and uniform regulations to prevent or reduce to any extent the deleterious secondary effects of sexually oriented businesses within the County. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content of or reasonable access to any communicative materials or expression. Similarly, it is neither the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials or expression protected by the First amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ordinance to condone or legitimize the distribution or exhibition of obscenity.

(2) Based on evidence of the adverse secondary effects of sexually oriented businesses presented in hearings and reports made available to the Richland County Council, and on the findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books*,

Inc., 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, All U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B&M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); *U.S. v. Pendergrass*, Petition to Enter a Plea of Guilty and Plea Agreement on the Charge of Tax Evasion (3:06-00147, M.D. Term. 2007); and other cases; and on reports of secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington 2004; Greensboro, North Carolina (2003); and also from the reports of *Sexually Oriented Businesses: An Insider's View*, by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, January 12, 2000; *Survey of Appraisers Fort Worth & Dallas, Effects of Land Uses on Surrounding Property Values*, by Duncan Associates, September 2004; and the Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the Richland County Council finds:

(a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, prostitution, potential spread of disease, lewdness, public indecency, illicit sexual activity, and sexual assault and exploitation.

(b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating in the future. This substantial government interest in preventing secondary effects, which is the County's rationale for this ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the County's interest in regulating sexually oriented businesses extends to future secondary effects that could occur in the County related to current sexually oriented businesses in the future as well as sexually oriented businesses that may locate in the County in the future. The County finds that the cases and secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

(3) No license to operate a sexually oriented business shall be issued to, or in the name of, a corporation, association, or a trade name as such. Any application for a corporation, association, or trade name shall be made by the officers for its use, and such officers shall identify in the application the name by which the business will be operated. In addition, such officers in making an application shall be held to assume all responsibility there under as individuals, and shall be subject to all the provisions and penalties set forth herein or in any other article of the Richland County Code of Ordinances.

(4) Notwithstanding the pre-application process wherein an applicant must obtain documentation of compliance with all applicable state and local health, fire, zoning, and building codes or regulations pursuant to section 16-6(5) of this ordinance, upon application for a business license by an applicant identifying the business as a sexually oriented business, the

License Official must circulate a form on which compliance shall be certified by the officials administering the applicable zoning, fire, building and health regulations. The applicable aforementioned officials shall determine compliance with their respective codes or regulations and inform the License Official of their determination within thirty days from the earliest date of receipt of the compliance form by any one of the aforementioned officials. If the License Official does not receive a particular determination of compliance from an official administering the aforementioned codes and regulations on or before this thirty-day time period, that compliance determination not received by the License Official shall be deemed approved. All other compliance determinations received before the thirty-day time period expires shall be unaffected by any other compliance determination that fails to meet the thirty-day time period.

(5) During the time in which an application for a pre-existing Sexually Oriented Business is pending, the applicant may continue its business activity and shall not be subject to citations for violations of any provision of this article, nor any enforcement proceedings pursuant to this article or Section 1-8 of this Code of Ordinances.

(6) The License Official shall approve or deny an application for a license for a Sexually Oriented Business within thirty days (30) calendar days from the date of receipt of the application. If the License Official fails to either approve or deny the application within thirty calendar days, then the application shall be deemed approved and business activity may begin or continue immediately, notwithstanding the fact that no license has been issued.

(7) In addition to the reasons for denial of a license set forth in Section 16-15 of this article, the License Official shall deny a business license to an applicant for a Sexually Oriented Business if the applicant or an agent of such applicant who has or will have actual authority to control and manage the business proposed to be operated:

(a) is under the age of eighteen;

(b) within five years of the date of application, has been convicted of or pled guilty or nolo contendere to any of the following crimes: South Carolina Code of Laws, § 16-15-90, § 16-15-100, § 16-15-305, § 16-15-325, § 16-15-335, § 16-15-342, § 16-15-345, § 16-15-355, § 16-15-365, § 16-15-385, § 16-15-387, § 16-15-395, § 16-15-405, § 16-15-410, § 16-15-415, or § 16-15-425, or of the same crime in any other jurisdiction.

(8) Applicants for a sexually oriented business herein described, in addition to the license application(s) required under Section 16-1 of this article, shall complete a sworn, notarized statement on a form prepared by the License Official for the purpose of establishing his/her qualifications to operate a business identified in this section.

(9) Owners of sexually oriented businesses are responsible for maintaining a list of their current contractors' names and a copy of a photo ID for each contractor on file.

(Ord. No. 044-08HR, § V, 7-15-08)

Sec. 16-18. Revocation of License.

When the License Official determines that:

- (a) a license has been mistakenly or improperly issued or issued contrary to law; or
- (b) a licensee has breached any condition upon which the license was issued or has failed to comply with any provision of this article; or
- (c) a licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, evasion or suppression of a material fact in the license application;
- (d) has given a bad check or tendered illegal consideration for any license fee; or

(e) the business activity for which a license was obtained has proven to be a public nuisance as determined by a court of law; or

(f) the business has proven to be a public nuisance as determined by a court of law; the License Official shall give written notice of intent to revoke to the licensee or the person in control of the business within the County by personal service or certified mail stating the License Official's basis for revocation and setting forth a date and time for a hearing before the Business Service Center Appeals Board for the purpose of determining whether the license should be revoked. The hearing shall be held within thirty (30) days from the date of service of the notice. A licensee who received proper notice yet fails to appear or defend at the revocation hearing waives his or her right to contest the revocation.

Section 16-19. Appeals.

(1) Any person aggrieved by the following actions or decisions made by the License Official may bring an appeal to the Business Service Center Appeals Board:

- a. A final assessment pursuant to Section 16-12;
- b. Charge backs or other adjustment to the business license fee as determined by an audit conducted pursuant to Section 16-11;
- c. A revocation or a denial of a business license pursuant to Section 16-15 or Section 16-18;
- d. Imposition of a business license penalty; or
- e. A decision or determination made by the License Official concerning the proper classification of a business or the proper calculation of business license fees. This ground for appeal shall not be construed to authorize appeals based on objections to the business license fee structure established by Richland County Council.

(2) Those wishing to appeal must first file a written appeal with the License Official for decision by the Business Service Center Appeals Board. The Business Service Center Appeals Board, or its designee, is authorized to reject an appeal for failure to comply with the requirements of this subsection. The following requirements for submission of an appeal must be strictly complied with:

- a. The appeal must be in writing and state the reasons for the appeal.
- b. The appeal shall be filed with the License Official within fifteen (15) business (10) days after the payment of all applicable fees and penalties, including assessments or charge-backs of an audit, and within twenty (20) business days after receipt of the License Official's written and certified mailed notification of an assessment, charge backs of an audit, or notice of denial or revocation.
- c. The written notice of appeal must be accompanied by an administrative fee (which shall be determined by the License Official) that will be used to partially defray the costs incurred in connection with the administration of appeals. Payment under protest of all applicable fees and penalties, an assessment, or audit charge backs shall be a condition precedent to appeal. The fee will be refunded in the event of final resolution of the appeal in favor of the appellant.

(3) An appeal or a hearing on revocation shall be held by the Appeals Board within thirty (30) calendar days, or as soon as reasonably possible, after receipt of a request for appeal or service of notice of suspension or intent to revoke. The applicant or licensee shall be given written notice as to the date and time of the meeting. At the meeting, all parties have the right to be represented by counsel and to present testimony and evidence. The proceedings shall be recorded and

transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by the Board shall govern the hearing.

(4) In the event of an appeal of business license penalties paid, the Appeals Board may waive a business license penalty paid only if any of the following circumstances of reasonable cause are proven by the applicant:

a. An unexpected and unavoidable absence of the appellant from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the business license fee.

b. A delay caused by death or serious, incapacitating illness of the appellant, the appellant's immediate family, or the appellant's accountant or other third party professional charged with determining the business fee owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the business license fee.

c. The business license fee was documented as paid on time, but inadvertently paid to another taxing entity.

d. The delinquency was caused by the unavailability of necessary records directly relating to calculation of business fees, over which the appellant had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of business license penalties.

e. The delinquency was the result of clear error on the part of the License Official or Business Service Center staff in processing or posting receipt of appellant's payment.

f. Delay or failure caused by good faith reliance on erroneous guidance provided by the License Official or other staff, so long as complete and accurate information was given to the Business License Service Center, no change in the law occurred, and the appellant produces written documentation.

(5) The Board shall, by majority vote of members present, render a written decision based upon findings of fact and the application of the standards herein which shall be served upon all parties or their representatives within fifteen (15) calendar days, or as soon as reasonably possible, after the hearing. The decision of the Board shall be final unless appealed to County Council with ten (10) calendar days after service of the Board's decision. County Council shall review the record and without further hearing affirm, modify, or deny the appeal in the event of an error of fact by the Board. The decision of Council shall be final unless appealed to a court of competent jurisdiction within ten (10) calendar days after service of County Council's decision.

Section 16-20. Consent, Franchise or Business License Fee Required.

The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set pursuant to the agreement, and shall be consistent with limits set by State law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license fees unless specifically provided by the franchise or consent agreement.

Section 16-21. Confidentiality.

Except in accordance with proper judicial order, pursuant to an appeal, or as otherwise provided by law, it shall be unlawful for any official or employee to divulge or make known in any manner the amount of income or any particulars set forth or disclosed in any report or return required under this article. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns.

Section 16-22. Criminal and Civil Penalties, Injunctive Relief.

a. Criminal Penalty. Any person violating any provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees, penalties, and costs provided for herein.

b. Civil Penalty. For non-payment of all or any part of the business license fee, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid fee for each month or portion thereof after the due date until paid. Penalties shall not be waived except in accordance with circumstances of reasonable cause set forth in Section 16-19 of this article as determined by the Business Service Center Appeals Board.

c. Injunctive Relief. The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

Secs. 16-23--16-24. Reserved.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2021.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



Agenda Briefing

Prepared by:	Brian Crooks, AICP	Title:	Planning Services Manager
Department:	Community Planning & Development	Division:	Planning Services
Date Prepared:	September 14, 2021	Meeting Date:	September 28, 2021
Legal Review	Elizabeth McLean via email	Date:	September 21, 2021
Budget Review	James Hayes via email	Date:	September 21, 2021
Finance Review	Stacey Hamm via email	Date:	September 21, 2021
Approved for consideration:	Assistant County Administrator	Aric A Jensen, AICP	
Committee	Administration & Finance		
Subject:	Neighborhood Matching Grant Guidelines		

STAFF’S RECOMMENDED ACTION:

Staff recommends approval of the recommended changes.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

The amount of funding set aside for the grants is determined as part of the budget approval process. Planning Services will provide a recommended amount for the Neighborhood Redevelopment Lump Sum account.

The revenue from the Neighborhood Redevelopment dedicated half millage will fund the grant program as part of the overall Neighborhood Redevelopment fund program. Historically, there has been enough revenue to cover all recommended applicants, along with additional approvals that Council has made for non-applicants. With the proposed changes, staff expects there to still be enough funding to award nearly all applicants who apply.

The Grant Committee will be provided a specific amount of funding available to recommend awarding. Based upon the historic usage, even with an increase in applicants, the amount allocated for the Lump Sum account should adequately cover the changes to the grant.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

None.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion for this item.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Based upon prior comments and feedback from Councilmembers, staff is proposing changes to the current Neighborhood Matching Grant guidelines. Staff is proposing the changes in order to help better the impact of the grant and simplify the application itself. Council has made note of the difficulty that neighborhoods often have with the grant process, specifically the match portion. This seems to pose a barrier where there is often lack of understanding of what that entails and how it works in relation to the grant. Staff's intent is to establish a more effective grant process, including potential applicants, types of eligible projects, and overall funding levels.

The proposed changes would be active for the upcoming grant cycle for FY23, when the application submittal period opens in December of 2021. The below summarizes the various changes proposed to the guidelines:

- New name of "Neighborhood Enrichment Grant"
- Remove required match component
- Increase eligible projects
- Add new funding level for low-income communities

By way of these changes, staff hopes to simply the overall grant application and process for neighborhoods to more effectively take advantage of and leverage the neighborhood grant. In addition to the broader changes above, the new grant guidelines will improve functionally through more specific scoring criteria and require greater community involvement from an applicant.

The two biggest changes include the removal of the match aspect of the grant and the proposed funding increase for certain neighborhood groups. The new funding aspect is not a requirement for neighborhoods to receive increased funding and is optional for neighborhoods that fall within a low-income area for more impactful projects to enhance their community. The criteria is based upon census block groups where 50% or more of the population is considered low-income. If a neighborhood comprises multiple block groups, the criteria is satisfied if at least one of the block groups meets the above standard.

Overall, the changes will allow for greater flexibility in the way which neighborhoods can plan for and determine their grant spending without worrying about the match component and how that will be facilitated. Likewise, it removes confusion around what the match is, how it will be done, and if that means an actual dollar amount provided from the County. Applicants will still be required to provide a

plan with how they plan to spend funds, including what they plan to purchase to ensure projects are eligible and funding will be spent appropriately. Staff believes these changes, while modest, will ultimately allow for a better neighborhood grant to continue enhancing and enriching our neighborhoods through direct funding opportunities.

If the changes are not made, then the grant will continue to function as it has in the past with the required match. This will continue the same process and the previous issues regarding the match component will still exist. To staff, this appears to be the biggest area of confusion and uncertainty around the current grant guidelines. Eliminating the grant match requirement will improve overall approachability of the grant tremendously.

If Council chooses to not move forward with the new guidelines as presented, staff would alternatively recommend simply changes the guidelines so that (1) the match is no longer required, coinciding with a name change and (2) changing the eligibility of projects. This would address the primary issues and open up a wider range of possibilities for the grant. These alternatives would coincide with the same changes proposed by staff.

ADDITIONAL COMMENTS FOR CONSIDERATION:

As with all the other grants offered by the County, this grant is a competitive grant where there is not unlimited funding to provide each and every neighborhood. By best estimations there is anywhere from 500 to 1,500 individual neighborhood groups in existence in the County, whether a neighborhood association, homeowner's association, property owner's association, community coalition, etc., who could be eligible to apply for the grant. As such, there is a limit on how many applicants could be awarded or how much they could receive. Based upon the number of applicants who apply, not all may be recommended for full award amounts or to receive funding at all based upon their requests, as with other grants processes.

As has been done for the each of the previous grant cycles, staff will be hosted various training opportunities for applicants to learn about the grant and the grant process. At these trainings, staff provides an overview of the grant and helps applicants fill out their applications. Similarly, as with prior grant cycles, staff will be available to meet with applicants one-on-one to go over any questions they have, help brainstorm project ideas, or help complete applications.

To staff's knowledge this is the only grant that does not operate through Zoom Grants. Staff has had some discussion around this topic and believes that it should continue to operate as is. Moving to Zoom Grants would have some advantages, however, staff sees those as being outnumbered by the potential disadvantages for neighborhoods that most often interact with the grant. Specifically, the main disadvantage is that most applicants are older individuals and are not as tech savvy, but a direct advantage would then be the need to involve younger or more tech savvy community members as part of the application process by applicants.

ATTACHMENTS:

1. Overview of Changes
2. Current Grant Guidelines (FY22)
3. Current Grant Application (FY22)

4. Proposed Grant Guidelines (FY23)
5. Proposed Grant Application (FY23)



NEIGHBORHOOD ENRICHMENT GRANT PROGRAM OVERVIEW OF CHANGES

Neighborhood Matching Grant	Neighborhood Enrichment Grant Program
-	New name
Match required	No match required
No funding Tiers	Funding Tiers for neighborhoods with low income populations (Tier 1: \$1,500 max funding; Tier 2: \$2,500 max funding)
Old project categories: organizational development, educational/recreational initiatives, and public safety efforts	New project categories: Neighborhood Beautification, Community Engagement, Safety & Health, and Recreation
Many similar projects	Increase project eligibility to diversify projects
Applicants are dependent on NIP	Applicants are encouraged to utilize Neighborhood Master Plans and other resources



NEIGHBORHOOD MATCHING GRANT PROGRAM GUIDELINES

Please read the Program guidelines carefully before applying.

**** GRANT CHANGES – Effective Fiscal Year 21/22 Cycle (July 1, 2021 through June 30, 2022) ****

Application Period: December 1ST, 2020 thru February 5TH, 2021 at 5:00 PM

Grant Training: attendance for scheduled grant information sessions to help prepare neighborhoods for increased efficiency and effectiveness with their Matching Grants. All Grant Trainings will be as scheduled:

- Workshop – December 10th, 2020
6:00 pm – 7:00 pm (via Zoom)
- Tuesday Phone Training Sessions (open availability) – January 5th, 12th, 19th, 26th 2021
10:00 am – 12:00 pm
- Thursday Phone Training Sessions (open availability) – January 7th, 14th, 21st, 28th 2021
5:30 pm – 7:30 pm

Introduction

The Neighborhood Improvement Program awards grants to neighborhood-based organizations for projects that will make their neighborhoods better places to live, work and play. These projects may physically improve neighborhoods or help neighborhood organizations become stronger and more efficient. Public safety, education, and recreational initiatives may also receive grant funding. All projects must comply with applicable Federal, State, County, and, where applicable Municipal codes.

Funding

The funding amount to be awarded by the Neighborhood Improvement Program will be up to \$1,500.00 per neighborhood association. Keep in mind that your organization will compete for the grant with other organizations, and funding is not guaranteed by simply submitting a completed application. You must match funds awarded with contributions of cash, volunteer time, or in-kind donations of professional services that are at least equal to the total amount of funds requested.

This grant is distributed in the form of an upfront payment to the grant recipient or through a reimbursement. Allow thirty (30) days from the completion and submittal of the check request form to receive payment. All payments will be provided after the grant recipient signs the Grantee Agreement with staff. The grantee must provide staff with proof (original or copies of receipts and pictures) that the funds were spent according to the Grantee Agreement and proof of the match (cash, professional services, or volunteer hours) by the specified deadline.

An Employer Identification Number (EIN) is required to receive grant funding. You may still submit a grant application if you do not have an EIN; however, you will need an EIN in order to receive grant funds. You may apply for an EIN for free through the IRS. (Internal Revenue Service)

<https://www.irs.gov/charities-non-profits/obtaining-an-employer-identification-number-for-an-exempt-organization>

How to Apply

Neighborhood Matching Grant applications are available:

- **Request by Phone** | 803-576-2194
- **Website:** <http://www.richlandcountysc.gov>
- **Email** | NIP@richlandcountysc.gov

Requirements for a completed application packet include:

- One copy of the application
 - Each project clearly defined
 - Official vendor quote/estimate for **every** proposed project expense (*on vendor letterhead*)
 - Online quotes accepted with vendor name
 - Completed “Project Budget Sheet”
- Most Recent Bank Statement of Neighborhood/Community Association
- By-Laws of Neighborhood/Community Association
- In-kind Donation Letter (if applicable)
- Completed IRS W-9 Form (latest)

Applications evaluated on: **Must be submitted by 5pm on February 5, 2021**

- Project eligibility
- Project community impact
- Project summary
- Project budget

Do I have to attend a training session?

Answer: No. Attendance at scheduled grant information sessions is recommended, but not required, to aid you in the application process for the Neighborhood Matching Grant.

Can I get additional information or help including filling out my application?

Answer: Yes. Contact the Neighborhood Improvement Program (803) 576-2194 for more information or call in during one of the recommended training sessions.

Who Can Apply?

Any neighborhood-based organization – HOA (homeowner association), POA (property owner association), or neighborhood association located in Richland County – which is open to anyone that lives in the neighborhood (renters or owners) regardless of race, creed, color, religion, sex, age, national origin, or physical and mental disability and that actively seeks membership from everyone in the neighborhood.



The group must have:

- Officers (required at minimum of a President, Secretary and Treasurer)
- By-Laws
- Regular Meetings
- Active Bank Account
- IRS W-9 Form
- Located in Richland County (Incorporated or Unincorporated)

Ineligible groups include: Individuals; umbrella organizations; single businesses; county-wide organizations; social service, fraternal, and religious organizations, universities, foundations, political groups, and public agencies.

Keep in mind, however, partnerships are encouraged. Ineligible organizations may participate by forming partnerships with a qualified neighborhood organization. For example: two local businesses can partner with a neighborhood to host a community festival. The neighborhood must be the lead applicant.

Grant Award Notifications

How will I know if we were approved?

Answer: A staff member from the Neighborhood Improvement Program will contact everyone that submitted an application to inform them of their status (by email/mail-out) - typically done by July 15, 2021.

If we are approved for the grant, when can we start spending grant funds?

Answer: Funds will be received after the Check Request and Grant Agreement forms have been signed by the neighborhood and received by staff, which will be after July 1, 2021.

Why do we have to wait until July 1st to start spending the money?

Answer: Richland County's fiscal year starts July 1st, 2021, which is the new budget year for funds.

How are grant funds issued?

Answer: The grant funds are issued as upfront payment (per County Council's directive on December 6, 2011) or as a reimbursement. Applicants submit the signed "Grantee Agreement" form and the "Check Request" form to start the funding process. The funding request will be processed by staff after the Grantee Agreement and Check Request forms have been signed by the neighborhood and received by staff. Allow thirty (30) days to receive payment. Applicants will be notified when their check is available and will be provided instructions on how to pick up their check.

What happens after we get the grant funds?

Answer: Grantees must spend the funds exactly as outlined on the signed Grant Agreement. Neighborhood organizations must provide NIP staff with proof (i.e. original or copies of receipts and pictures) that the grant funds were used as specified. **The neighborhood organization must also show the match (cash, in-kind/professional services, or volunteer hours). Neighborhoods that do not provide the required**



documentation will not be eligible for future grants until the required documentation is provided to Neighborhood Improvement Program Staff.

When is the last day for me to finish projects and submit project documentation?

Answer: The final date to submit completed project documentation and check reimbursement will be June 30th, 2022. Check requests and project agreements must be submitted at least 30 days business days prior to the project date for upfront funds.

What Type of Projects Are Eligible?

To be eligible, projects must:

- ✓ Provide a public benefit to the neighborhood and its residents (*including renters*)
- ✓ Involve neighborhood people directly in all phases
- ✓ Be achievable by the end of the fiscal year (**June 30, 2022**)

All projects must comply with applicable Federal, State, County, and, where applicable, City codes. The three project categories and examples of possible projects are:

Neighborhood Organization Development

- Neighborhood monument sign
- Membership drive event
- Neighborhood guide/directory
- Legal assistance with covenants
- Communication tools (meeting notice signs, newsletter, flyers, website, etc.)
- Clean-up Effort

Education/Recreation Initiatives

- Park (basketball goal, benches, walking/bike trails, etc.)
- After school program (i.e. tutoring, cultural arts, etc.)
- Career training and development
- School supply drive
- Festivals
- Little Free Library
- Playground construction or repair

Crime Prevention and Public Safety

- National Night Out or another public safety event
- Crime-watch program and materials (i.e. 'No Solicitation' signs, etc.)
- Infrastructure (street lights, crosswalks, etc.)
- Self-defense class
- Traffic calming methods (i.e. 'Children at Play' signs, etc.)



Project Resources

To enhance your projects, invite and/or partner with local non-profit or government agencies where appropriate to provide enrichment for neighborhood residents at grant events.

Some examples to invite to enhance your community events include:

- United Way
- Richland Library
- Voter Registration
- Healthy food organizations
- Palmetto Pride
- Personal budgeting organizations
- Job placement
- Home rehab & repair

What types of projects are not eligible?

- Flower/tree plantings in common areas
- Operating budget expenses
- Purchasing computers or software materials
- Printing on personal computers
- Home repairs for personal/individual property
- Payment to a non-licensed business
- Consulting/workshop fees
- Mailboxes
- Personal computer equipment (ink, toner, paper)
- Monthly maintenance expenses
- Salaries/honorariums
- Gift cards/personal gifts
- Equipment for businesses/schools/government departments
- Mileage and/or vehicle rental

The Match

Your organization must match the funds you request from the Neighborhood Improvement Program. The value of your neighborhood contribution must be equal to or greater than the total dollars you are requesting in your application. You must match funds awarded with contributions of volunteer time, cash, or in-kind donations of professional services that are at least equal to the total amount of funds requested.

Neighborhoods may come up with the matching contributions in a variety of ways:

- Volunteer hours: Each volunteer hour is equivalent to \$10 in match (100 volunteer hours=\$1,000 match)
- Cash from neighborhood funds
- Professional services/In-kind donations

Return Application to:

Planning Services Division
Neighborhood Improvement Program
P.O. Box 192
2020 Hampton Street, 1st Floor
Columbia, SC 29202

NIP Phone: (803) 576-2194

NIP Email: NIP@richlandcountysc.gov





Neighborhood Matching Grant Application FY 2021-2022

Due February 5th, 2021 at 5:00 pm

APPLICATION CHECKLIST *A complete application packet includes the items:*

- One (1) completed and signed application
- Official vendor quotes for each project
- Copy of most recent neighborhood association's bank statement
- One (1) Set of neighborhood by-laws
- One (1) Latest IRS W-9 Form (available at www.irs.gov)
- In-kind Donation Letter (if applicable)

ELIGIBILITY

- Must be a neighborhood organization in Richland County, SC (includes all cities and towns)
- Project(s) must provide a public benefit to the entire community and be achievable by June 30, 2022

APPLICANT INFORMATION

Organization Name: _____ | County Council District: _____

Neighborhood Association Boundaries : _____

	NEIGHBORHOOD PRESIDENT/CHAIR	PROJECT CONTACT PERSON
Name		
Address		
City/Zip		
Phone		
Email		

GRANT AMOUNT REQUESTED :

The grant funding amount is a maximum of \$1,500.

PRESIDENT/CHAIR SIGNATURE _____

1) PROJECT DESCRIPTION

Answer each question in each box and provide as much description as possible.

NAME OF PROJECT #1 | _____

PROJECT CATEGORY: Education Recreation Safety Organizational Development

<p>Project Summary <i>-How does the project relate to the category above?</i> <i>-What do you plan to do?</i> <i>-How will you make this happen?</i></p>	
<p>Benefits to community <i>-Who will be served?</i> <i>-How many will be there?</i> <i>-Why does this project need to happen?</i> <i>-What will happen if you do not do this project?</i></p>	
<p>What type of enrichment resources will the project provide? <i>(example - library resources, medical info, voter registration, etc.)</i></p>	
<p>How will you match this project?</p>	
<p>Project Completion Date</p>	

2) PROJECT DESCRIPTION

Please complete if requesting funding for more than one project. Answer each question in each box and provide as much description as possible.

NAME OF PROJECT #2 | _____

PROJECT CATEGORY: Education Recreation Safety Organizational Development

<p>Project Summary <i>-How does the project relate to the category above?</i> <i>-What do you plan to do?</i> <i>-How will you make this happen?</i></p>	
<p>Benefits to community <i>-Who will be served?</i> <i>-How many will be there?</i> <i>-Why does this project need to happen?</i> <i>-What will happen if you do not do this project?</i></p>	
<p>What type of enrichment resources will the project provide? <i>(example - library resources, medical info, voter registration, etc.)</i></p>	
<p>How will you match this project?</p>	
<p>Project Completion Date</p>	

3) PROJECT DESCRIPTION

Please complete if requesting funding for more than one project. Answer each question in each box and provide as much description as possible.

NAME OF PROJECT #3 | _____

PROJECT CATEGORY: Education Recreation Safety Organizational Development

<p>Project Summary <i>-How does the project relate to the category above?</i> <i>-What do you plan to do?</i> <i>-How will you make this happen?</i></p>	
<p>Benefits to community <i>-Who will be served?</i> <i>-How many will be there?</i> <i>-Why does this project need to happen?</i> <i>-What will happen if you do not do this project?</i></p>	
<p>What type of enrichment resources will the project provide? <i>(example - library resources, medical info, voter registration, etc.)</i></p>	
<p>How will you match this project?</p>	
<p>Project Completion Date</p>	

BUDGET PART 1: PROJECT BUDGET SHEET

NAME OF PROJECT AND ITEM	GRANT AMOUNT REQUESTED	MATCH AMOUNT	MATCH SOURCE VOLUNTEER HOURS NEIGHBORHOOD CASH ANOTHER GRANT IN-KIND MONIES
EXAMPLE: National Night Out, Food	\$100.00	\$100.00	VOLUNTEER HOURS + IN-KIND MONIES
1.	\$	\$	
2.	\$	\$	
3.	\$	\$	
4.	\$	\$	
5.	\$	\$	
6.	\$	\$	
7.	\$	\$	
8.	\$	\$	
9.	\$	\$	
10.	\$	\$	
11.	\$	\$	
12.	\$	\$	
TOTALS			

Grant Amount Requested	\$
Match Breakdown	
1. Hours of volunteer () x \$10 per hour	\$
2. Neighborhood Funds	\$
3. In-kind donations, other sources	\$
Match Total	\$

****** Must submit vendor quotes for all project purchases with Project Budget******

BUDGET PART 2: IN-KIND DONATION

Explanation of In-Kind Donation

(Give explanations on how you calculated the Professional Services (In-Kind) line items, if applicable)

Please note: If you have in-kind donations as a match, submit a letter of intent from the donor

BUDGET PART 3: INCOME SOURCES

List the income sources for your neighborhood below. Include the amount requested in this application.

Richland County Neighborhood Matching Grant Summary of Income Sources		
Income Source*	Amount	Pending or Received
Neighborhood Dues (current)	\$	
FY 21-22 Neighborhood Matching Grant	\$	
Fundraisers	\$	
Other Grants	\$	
	\$	
	\$	
Totals	\$	
<p>Submitted By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center;">Please do not leave form blank.</p> <p>*An income source includes any organization(s) or individual(s) that provided funds to an organization for a program or project</p>		

Thank you for applying to the Richland County Neighborhood Improvement Program's Matching Grant.

KEEP A COPY OF THIS APPLICATION FOR YOUR RECORDS.

Applicants may submit applications via mail, fax (803)-576-2182, email (NIP@richlandcountysc.gov), or in-person.

Applications must be received by 5:00 pm on February 5, 2021.

Applications submitted after the deadline will not be accepted.

Physical Address:

Richland County Planning Services Division
Neighborhood Improvement Program, 1st Floor
2020 Hampton Street, Columbia SC 29204

Mailing Address:

Richland County Planning Services Division
Neighborhood Improvement Program
P.O. Box 192
Columbia, SC 29202

Questions may be directed to 803.576.2194 or NIP@richlandcountysc.gov

For additional information, please refer to the Matching Grant Guidelines.





NEIGHBORHOOD ENRICHMENT GRANT PROGRAM GUIDELINES

** GRANT CHANGES – Effective Fiscal Year 22/23 Cycle (July 1, 2022 through June 30, 2023) **

<p>Contact:</p> <p>Email: NIP@richlandcountysc.gov</p> <p>Phone: (803) 576-2194</p> <p>Fax: (803) 576-2182</p>	
<p>Mailing Address:</p> <p style="text-align: center;">Richland County Community Planning & Development Neighborhood Improvement Program P.O. Box 192 Columbia, SC, 29202</p>	<p>Physical Address:</p> <p style="text-align: center;">Richland County Community Planning & Development Neighborhood Improvement Program 2020 Hampton St, Columbia, SC 29204</p>

About

Thank you for considering applying for the Neighborhood Enrichment Grant Program. Please thoroughly read the entire Program Guidelines carefully before applying.

The Neighborhood Enrichment Grant Program (NEGP) is designed to provide neighborhood organizations funding to promote leadership and independence within neighborhoods and aid neighborhood organizations in improving their community through enrichment projects. These projects are to improve the quality of life of all residents within the applicant’s neighborhood.

This is different from the Neighborhood Matching Grant that the Neighborhood Improvement Program has provided over the last several years. Unlike the Neighborhood Matching Grant, the Neighborhood Enrichment Grants Program does not require a match.

The NEGP is a competitive grant program. This means that your neighborhood organization will compete for funding with other neighborhood organizations within Richland County. Funding is not guaranteed by simply submitting a completed application. Priority and extra funding are given to those in disadvantaged communities (see the Disadvantaged Communities Map for reference).

Applications that are incomplete or late will not be processed for consideration.

Application Period: December 1st, 2021 – February 4th, 2022

Grant Training Sessions are available to help prepare applicants for applying to the NEGP. Attendance is recommended, but not required, to aid you in the application process. NIP will host Grant Training Sessions before and during grant application period. Visit the Neighborhood Improvement Program webpage for the training session schedule. One-on-One training sessions can also be scheduled by contacting NIP staff.

Applicants

All Richland County neighborhood organizations are encouraged to apply. Priority and extra funding are given to those in low-to-medium income areas. See the Disadvantaged Communities Map for reference.

Eligible applicants:

Any neighborhood-based organization located in Richland County (incorporated or unincorporated) is an eligible applicant. This includes, but is not limited to:

- Neighborhood Associations
- Homeowners Associations
- Property Owners Associations
- Other like neighborhood-based associations and related groups

These organizations must be open to anyone that lives in the neighborhood (renters or owners) regardless of race, creed, color, religion, sex, age, national origin, or physical and mental disability and must actively seek membership from everyone in the neighborhood. To be considered an official neighborhood organization, applicants must have: officers (required at minimum of a President, Secretary and Treasurer), neighborhood boundaries, by laws, Tax identification number, IRS W-9 Form, and bank account dedicated to said organization.

Ineligible applicants:

Any group that is not a neighborhood-based organization is an ineligible applicant. This includes but is not limited to:

- Churches
- Religious organizations
- Apartment management companies
- Businesses
- Umbrella organizations
- County wide organizations
- College/University Greek Organizations
- Colleges and Universities
- Political groups
- Public agencies

However, ineligible organizations may participate by forming partnerships with a qualified neighborhood organization. For example, two local businesses can partner with a neighborhood organization to host a community festival. The neighborhood organization must be the lead applicant. **Tip: NIP gives priority to**



applicants who choose projects that partner with local businesses for their projects. If you are unsure of your eligibility, ask NIP staff.

Funding

There are two funding tiers: Tier 1 and Tier 2. Tier 1 funding is for neighborhood organizations that live *outside* low-to-moderate income areas. Their funding is maxed at \$1,500 per fiscal year. Tier 2 funding is for neighborhood organizations that live *within* disadvantaged communities. Their funding is maxed at \$2,500 per fiscal year. Disadvantaged communities include those where 50% of residents within a block group are considered low-income. If a neighborhood comprises multiple block groups, the criterion is satisfied if at least one of the block groups meets the above standard. See the Disadvantaged Communities Map for reference.

Grant funds are issued as upfront payment (per County Council's directive on December 6, 2011) or as a reimbursement. Grantees will submit the signed Grant Agreement & Check Request Form to NIP staff to start the funding process. Staff will then send the award amount to Richland County Finance for processing. Allow thirty (30) business days to process the check request. Applicants will be notified when their check is available and will be provided instructions on how to pick up their check.

Funding can only be spent on eligible expenses starting after July 1, which is the start of the fiscal year.

Projects

Projects are meant to improve, enrich, or benefit the entire neighborhood. Projects must provide a public benefit to the neighborhood and its residents, involve neighborhood residents directly in all phases, comply with applicable Federal, State, County, and, where applicable, municipal codes, and be achievable by the end of the Fiscal Year (June 30th, 2023). Projects should include Community Planning & Development Logo. JPEG, PNG, and AI versions of Logo are available on NIP's Website. Projects should fit into one or more of the below categories.

Project Categories:

Project categories are themes on which to base your project. Determining the category for a project beforehand will help make planning for your projects easier. It is recommended that you speak with NIP Staff with any questions or for assistance in identifying or determining a project. The four project categories are: *Neighborhood Beautification, Community Engagement, Safety & Health, and Leisure*. Note that project categories may have some overlap for individual projects.

Neighborhood Beautification: Projects that improve the overall aesthetic of the neighborhood

- Neighborhood Signs
- Neighborhood Bulletin Board
- Banners/flags in public areas
- Placemaking markers/monuments
- Park repairs**
- Clean ups
- Lighting improvements
- Bush/Flower Planting*



Community Engagement: Projects that bring the community together

- Neighborhood Clean-Up
- Generational Day
- Community Resource Fair
- Back to School Drive
- Membership Drive
- Newsletters & Websites
- After School Programs (tutoring, cultural arts, etc.)
- Community Gardens

Safety & Health: Projects that improve the safety and health of everyone in the neighborhood

- Safety Fair
- Surveillance Cameras
- Trash Cans/Pet Poop Trash Cans
- Community Resource Fair
- Gates/Locks
- 5K marathon
- Lighting improvements
- Emergency preparedness giveaway
- Updating playground equipment
- Defense classes
- Clean Ups
- Community Gardens
- Traffic calming methods (i.e. 'Children at Play' signs, etc.)

Leisure: Projects that are just for fun

- NNO
- Festivals
- Outdoor/Drive In Movie Event
- Picnic in the Park
- Family Fun Day
- Block Parties
- Little Free Library

Considerations for specific project types:

*Plants cannot be more than 4 feet tall at maturity

**Park must not be owned by City of Columbia

Ineligible Projects & Expenses

Richland County prohibits Grantees to use county funds for the following:

- Major Infrastructure improvements (Sidewalk improvements)
- Property purchases
- Travel and travel expenses
- Personal equipment
- Weapons or drugs
- Plants more than 4' tall
- Awards/gift cards/coupons/prizes/raffles
- Consulting, workshop, and speaker fees
- Operating expenses (rent, utilities, salaries, maintenance bills, insurance)
- Fundraising
- Alcohol
- Equipment for businesses/schools/government departments
- Funding towards Savings accounts
- Scholarships
- Funding to schools and public agencies and other non-profits
- Expenses incurred prior to the grant award date
- Personal computers and personal computer supplies



- Operating budget expenses
- Purchasing computers or software materials
- Printing on personal computers
- Salaries/honorariums
- Mailboxes
- Monthly maintenance expenses
- Home repairs for personal property

Project Resources:

To enhance your projects, partner with local non-profit or government agencies where appropriate to provide enrichment for neighborhood residents.

Some examples to invite to enhance your community events include:

- United Way
- Richland Library
- Voter Registration
- Healthy food organizations
- Palmetto Pride
- Personal budgeting organizations
- Job placement
- Home rehab & repair

Scoring Criteria Rubric

The Scoring Criteria Rubric is used by the Review Committee to evaluate the quality of applications.

Applications are evaluated at a 100-point scale. A score of 70 is an will allow for an approval, while a score of 69 or less leads to denial of an application. Applicants can download a copy of the Scoring Rubric from the NIP webpage. The applicant should NOT fill the Scoring Criteria Rubric. It is just there for reference.

Scoring Criteria		Points
Project Eligibility	Is the project eligible?	Out of 31
	Tier 2 Neighborhood	Up to 10
Project Impact and Need	Does the project provide a substantial and lasting neighborhood benefit?	Out of 10
	Does the project address a recognized problem or identified need?	Out of 10
Budget Accuracy	Detail and reasonableness of budget	Out of 5
	Bonus points for collaborations with vendors	Up to 5
Participation and collaboration	Planning & implementation show evidence of broad-based neighborhood participation	Out of 5
	Bonus points for including external collaboration(s), outside of neighborhood residents	Up to 5
Preparation	Clarity and realism of project	Out of 5
	Applicant received necessary permissions and/or permits	Out of 20
	Explanation of how the project can be maintained or continued	Out of 5
	Proof of neighborhood wide participation	Out of 9



Process

Application Phase – Funding Opportunity Announcement & Application Submittal.

1. Review the Grant Guidelines.
2. Check if your organization is eligible in the grant guidelines.
3. Check if your organization is Tier 1 or Tier 2.
4. Decide on projects.
 - a. **Tip: Don't know which projects to do? See if your neighborhood is within a neighborhood improvement area on RCGIS. If so, find the correlating master plan and read through it to identify problems and solutions within your neighborhood. Use that to create a project. You can also download and complete your own mini-plan for your community using the Neighborhood Toolkit.**
 - b. **Tip: Keep attendance and meeting minutes spent brainstorming project ideas to attach to the application. This ensures a better chance of being awarded.**
5. Check if your projects are eligible in grant guidelines.
6. Determine project dates.
 - a. **Tip: Applicants should plan their events 30 days after the start of the fiscal year if they plan to request an upfront payment.**
7. Determine project budget.
8. Get needed permissions/permits.
 - a. Call NIP Staff for assistance.
9. Complete and submit application.
10. Create a copy of your application for your documents.
11. Double-check your application for accuracy. Once you submit your application, it cannot be edited.
 - a. NIP will not review your application until February 2023.
 - b. **Tip: Applicants can schedule a Quick Application Check with NIP before submitting. This Quick Application Check involves NIP Staff checking to make sure your application meets the minimum requirements. This is not an application review.**
12. Wait for a response from NIP staff.
 - a. If NIP does not respond, we did not receive your application.

Award Phase – Review, Award Decisions & Requesting Checks

1. NIP will conduct a Quick Application Check. This process involves reviewing the completion, eligibility, and accuracy of the application--not the quality. Applications that are missing information or report inaccurate information will be denied.
2. NIP and other staff will form a Review Committee, a roster of non-biased, qualified staff members to review the quality of your application. Reviewing the quality of an application includes approving or denying the application based on the score tallied in the Score Criteria Rubric. Members of the Review Committee records their individual scores. All scores are then averaged to be the applications final score.
3. Council Review – Council will get the final say on awarding/denying applicants.
4. Wait for Award Packet or Denial Letter



- a. NIP Staff will contact the designated applicant contact person to inform them of their awarded/denied status (by email/mail-out) - typically done by July 15.
 - b. Award Packet includes: Award Letter, Check Request Form & Grant Agreement, Volunteer Hours Form, Expenditure Form, and Post Implementation Review
 - c. Denial Letters will include the reason for why the applicant was not awarded. Applicants that are denied are encouraged to apply next fiscal year.
5. Grant agreement & Check request form
 - a. Grantee will thoroughly read and sign the grant agreement & check request Form.
 - b. Submit the form to NIP Staff between July 1st, 2021 and May 30th, 2022.
 - c. Direct deposit is not available for this grant.
 - d. Allow up to 30 business days for your check request to process. If you do not receive a notice of your check within 30 business days, contact NIP Staff.
 6. Pick up check
 - a. NIP Staff will notify the Grantee when the check is ready to be picked up.
 - i. Checks cannot be mailed.
 - ii. Checks will be picked up at the Planning & Development window on the 1st Floor.

Grant Closeout Procedures -- Implementation, Reporting & Closeout.

1. Implement your project(s).
2. Spend funds on eligible expenses.
 - a. Review the "Projects" section for information on eligible expenses. If you have questions, call NIP staff.
3. Prepare and submit Grant Closeout Report.
 - a. Grantees must provide NIP staff with proof that the grant funds were used as specified through the Grant Closeout report. The Grant Closeout Report includes receipts, project proof, expenditure form, volunteer hours form (if applicable), and Post-Implementation Review (optional)
 - i. Receipts
 1. Keep all receipts of items that were used with grant funds. Do not submit receipts that have items that were not included in your application or receipts containing ineligible expenses.
 2. If you have NEGP funds left over, return the money via check. Checks should be made to the Richland County Finance Department and given to NIP Staff.
 3. Grantees that have funds that have not been spent and not returned will be ineligible for future funding.
 4. Receipts must be dated between the time at which the grantee has been awarded to the last day of the Fiscal Year (June 30th)
 - ii. Project proof
 1. This can include at least one or more of the following: pictures, flyers, or sign in sheet. Receipts do not count as project proof.
 - iii. Volunteer Hours Form (if applicable)



1. This is included in the Award Packet.
- iv. Expenditure Form
 1. This is included in the award packet.
- v. Post-implementation review (optional)
 1. A Post-Implementation Review is optional. A Post-Implementation Review provides your organization and NIP Staff with a written report documenting the success, failures, and maintenance plans for your project(s).
- b. Grantees will be required to submit a Grant Closeout Report to be eligible to apply in the future. Grantees that do not provide this will not be eligible for future NEGP funding until the required documentation is provided to NIP Staff. Final day to submit Grant Closeout Report is June 30th.

Important Notes

If the Grantee has been awarded and decides not to use NEGP funds, they must submit a Termination of Grant Letter to NIP stating their decision to decline grant funding, provide reasoning, and return the funds. Failure to do so will result in the organization not to be eligible for future NEGP funding, until funding is returned.

- If the Grantee is awarded and did not cash the check, the Grantee must submit a Termination of Grant letter and return the check to NIP Staff.
- If the Grantee is awarded and did cash the check, the Grantee must submit a Termination of Grant letter and return all awarded grant funds to NIP Staff via check. Check must be made to Richland County Finance Department.
- If the Grantee is awarded, cashed the check, and spent partial award funds, the Grantee must submit a Termination of Grant letter and return remaining awarded grant funds to NIP Staff via check. Check must be made to Richland County Finance Department. Grant closeout Report is still required and must be submitted.

If the Grantee has used NEGP funds on ineligible expenses, they must refund the amount spent on said expenses to Richland County Finance via check.

If the Grantee has broken rules as outlined in the NEGP Guidelines, the grantee's organization will be unable to apply for funding in the future. Certain situations can allow the organization to receive funding again. This can include and is not limited to:

- New organization board members
- The passing of the original Grantee

Contact Neighborhood Improvement Program Staff at (803) 576-2194 for any questions or concerns.

Before applying, consider the following:

Do you have a clear vision for your project(s)? Communicate with your neighbors to identify a need and a project that would solve that need. Check online to see if your project is within a neighborhood improvement area. If so, find your correlating master plan and review for ideas on projects that would benefit your



community. <http://www.richlandcountysc.gov/Government/Departments/Planning-Development/Neighborhood-Planning/Master-Plans>

- How will you measure the success of your projects' outcome?
- Does the project require permits/permissions?
- Who is the target demographic?
- What organizations or businesses are available to partner with?
- What funding from other grant programs might be needed?

Tip: Download the NextDoor app to determine neighborhood boundaries, outreach, and staying up to date about crime in your area.

Dates

- Fiscal Year 2022/2023: July 1st, 2022 -- June 30th, 2023
- Grant opening announcement: November 1st, 2021
- Grant Training Sessions: TBA
- Grant application submittal period: January 1st, 2022 – February 4th, 2022
- Review Committee Decisions: Mid February, 2022
- Council Decisions: TBA
- Neighborhood Enrichment Grant Award/Denial Notice: July 2023
- Requesting a check: July 1st, 2022 – September 1st, 2022
- Return funds (if necessary) – June 30th, 2023
- Submit Grant Closeout Report: June 30th, 2023

How to Apply

Neighborhood Enrichment Grant applications are available here:

- Website | <http://www.richlandcountysc.gov/Government/Departments/Planning-Development/Neighborhood-Planning/Grants>
- Email | NIP@richlandcountysc.gov

Only one application per group will be considered. Applications are preferred to be sent via email to NIP@richlandcountysc.gov. Other options are fax, mail, and in-person drop off. Mail received after February 4th will be considered late and will be denied.

You will need the following documents to attach to your application:

- Official vendor quote/estimate for every proposed project expense
 - Must include vendor letterhead
 - Online quotes accepted with vendor name
 - Quotes must be no more than 30 days old
- Copy of most recent neighborhood organization's bank statement



- By-Laws of your neighborhood organization
- In-kind Donation Letter (if applicable)
- Completed IRS W-9 Form (latest version)
- Necessary permissions/permits
- Organization meeting minutes (optional)
- Map of neighborhood boundaries (optional)



PLANNING SERVICES

Community Planning & Development





NEIGHBORHOOD ENRICHMENT GRANT PROGRAM

Fiscal Year 2022-2023

Due February 4th, 2022 at 5:00 pm

Richland County's Neighborhood Improvement Program (NIP) provides grants for neighborhood-based organizations to carry out projects that will improve the growth and sustainability of their community. The Neighborhood Enrichment Grant Program provides funding for improvements towards four categories — Neighborhood Beautification, Community Engagement, Safety & Health, and Recreation. Before applying, thoroughly review the Neighborhood Enrichment Grant Program Guidelines.

APPLICATION CHECKLIST:

A complete application includes this document and the following attachments:

- | | |
|--|--|
| <input type="checkbox"/> In-Kind donation letter (if applicable) | <input type="checkbox"/> One (1) Set of neighborhood by-laws |
| <input type="checkbox"/> Map of neighborhood boundaries (optional) | <input type="checkbox"/> Latest version of IRS W-9 Form (available at www.irs.gov) |
| <input type="checkbox"/> Organization Meeting Minutes (optional) | <input type="checkbox"/> Proof of Permissions/permits (if applicable) |
| <input type="checkbox"/> Copy of <u>most recent</u> neighborhood organization's bank statement | <input type="checkbox"/> Official vendor quote |

Tier 1 funding is for neighborhood organizations that do not have populations of low-income residents. Their funding is maxed at \$1,500 per fiscal year. Tier 2 funding is for neighborhood organizations that have population of low-income residents. Their funding is maxed at \$2,500 per fiscal year. See the Disadvantaged Communities Map for reference.

Tier 1

Tier 2

Organization Name: Click or tap here to enter text.

County Council District: Select a number

Neighborhood Association Boundaries: Click or tap here to enter text.

Date: Click or tap to enter a date.

Signature: Click or tap here to enter text.



NEIGHBORHOOD ENRICHMENT GRANT PROGRAM

Fiscal Year 2022-2023

APPLICANT INFORMATION:

The Point of Contact will receive communication about the NEGP from NIP. It is highly recommended that the Point of Contact be someone other than the Neighborhood President/Chair.

	NEIGHBORHOOD PRESIDENT/CHAIR	POINT OF CONTACT
Name	Click or tap here to enter text.	Click or tap here to enter text.
Address	Click or tap here to enter text.	Click or tap here to enter text.
City/Zip	Click or tap here to enter text.	Click or tap here to enter text.
Phone	Click or tap here to enter text.	Click or tap here to enter text.
Email	Click or tap here to enter text.	Click or tap here to enter text.

NEIGHBORHOOD PRESIDENT/CHAIR SIGNATURE:	Click or tap here to enter text.
POINT OF CONTACT SIGNATURE:	Click or tap here to enter text.
DATE:	Click or tap to enter a date.



NEIGHBORHOOD ENRICHMENT GRANT PROGRAM

Fiscal Year 2022-2023

Write the name of the project, check the relevant project categories, and answer each question. Provide as many details as possible. Project(s) must provide a public benefit to the entire community and be achievable by June 30, 2023.

NAME OF PROJECT # 1:

Click or tap here to enter text.

PROJECT CATEGORIES:

Neighborhood Beautification Recreation Safety & Health Community Engagement

PROJECT SUMMARY:

Click or tap here to enter text.

-How does the project relate to the categories above?

-What do you plan to do?

-How will you make this happen?

-Is your organization working with any other individuals, community groups (associations), institutions, local businesses and/or City departments on this project? If so, who, and how will they be involved?

Click or tap here to enter text.



NEIGHBORHOOD ENRICHMENT GRANT PROGRAM

Fiscal Year 2022-2023

<p><i>-Does your neighborhood have a Neighborhood Plan? Describe how this project fits in with your Neighborhood Plan or neighborhood improvement goals?</i></p>	<p>Click or tap here to enter text.</p>
<p>Benefits to community <i>-Who will be served?</i> <i>-How many will be there?</i> <i>-Why does this project need to happen?</i> <i>-What will happen if you do not do this project?</i> <i>- For this project, what does success look like? How will you measure this success?</i> <i>- Does the proposal state a targeted underserved population?</i> <i>- How will the program be maintained or continued?</i></p>	<p>Click or tap here to enter text.</p>
<p>What type of enrichment resources will the project provide? (Example - library resources, medical info, voter registration, etc.)</p>	<p>Click or tap here to enter text.</p>
<p>Project Completion Date Range:</p>	<p>Click or tap to enter a date.</p>



NEIGHBORHOOD ENRICHMENT GRANT PROGRAM

Fiscal Year 2022-2023

PROJECT 1 BUDGET SHEET

Fill in the chart below. Each item requires an attached vendor sheet. The amount you will be awarded equals the amount of attached vendor sheet.

EXPENSE	ANTICIPATED COST	GRANT AMOUNT REQUESTED
<i>Example: Neighborhood Entryway Sign</i>	\$ 3,250.00	\$ 1,500.00
1. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
2. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
3. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
4. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
5. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
6. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
7. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
8. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
9. Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.

TOTAL GRANT AMOUNT REQUESTED

\$ CLICK OR TAP HERE TO ENTER TEXT.



NEIGHBORHOOD ENRICHMENT GRANT PROGRAM

Fiscal Year 2022-2023

Thank you for applying to the Neighborhood Enrichment Grant Program.

KEEP A COPY OF THIS APPLICATION FOR YOUR RECORDS.

Applicants may submit applications via mail, fax (803)-576-2182, email (NIP@richlandcountysc.gov), or in-person.

Applications must be received by February 4th, 2022.

Applications submitted after the deadline will not be accepted.

Physical Address:

Richland County Planning Services Division
Neighborhood Improvement Program, 1st Floor
2020 Hampton Street, Columbia SC 29204

Mailing Address:

Richland County Planning Services Division
Neighborhood Improvement Program
P.O. Box 192
Columbia, SC 29202

Questions may be directed to 803.576.2194 or NIP@richlandcountysc.gov

For additional information, please refer to our website:
<http://www.richlandcountysc.gov/Government/Departments/Planning-Development/Neighborhood-Planning/Grants>

**RICHLAND COUNTY
ADMINISTRATION**

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



Agenda Briefing

Prepared by:	Michael Maloney, PE	Title:	Director
Department:	Public Works	Division:	
Date Prepared:	September 08, 2021	Meeting Date:	September 28, 2021
Legal Review	Elizabeth McLean via email	Date:	September 22, 2021
Budget Review	James Hayes via email	Date:	September 14, 2021
Finance Review	Stacey Hamm via email	Date:	September 21, 2021
Approved for consideration:	Assistant County Administrator	John M. Thompson, Ph.D., MBA, CPM, SCCEM	
Committee	Administration & Finance		
Subject:	Ordinance Amendment, Chapter 2, Administration, Purchase Negotiations		

STAFF’S RECOMMENDED ACTION:

Staff recommends that County Council approve the proposed amendment to Chapter 2, Administration, of the Richland County Code of Ordinances as it pertains to a cap on the number of Solid Waste Collection Area contracts that can be awarded to a single, High Performing Collections Contractor.

Request for Council Reconsideration: Yes

FIDUCIARY:

Are funds allocated in the department’s current fiscal year budget?	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	Yes	<input checked="" type="checkbox"/>	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

This ordinance change should be fiscally neutral. However, it is hoped that by affording growth opportunities to highly qualified Collection Contractors, better quality and more reliable service will ultimately be realized.

COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

Suggested language as recommended by the County Attorney’s Office has been included in the proposed amendment.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

STRATEGIC & GENERATIVE DISCUSSION:

Beginning in late 2021, Richland County will begin advertising for curbside collection service in two of its Collection Areas (the Areas designated as 1, 3, and 6). The basic level of service for weekly curbside collections follows:

- Municipal Solid Waste (MSW) / Garbage – Weekly
- Yardwaste – Weekly
- Recyclables – Bi-weekly
- Bulk Items – By appointment

The Unincorporated County is currently divided into eight Collection Areas. These eight Collection Areas are served by four Collection Contractors. Section 2-612 of the Richland County Code of Ordinances limits “any contractor, subcontractor, franchised garbage collector, or other vendor” from holding more than two contracts (i.e. – serving more than two of the eight Collection Areas).

It is the consensus of the County Staff that this cap, however well intended, will have the future effect of limiting the growth potential of highly qualified, High Performing Collection Contractors who already possess two Contracts. It is therefore recommended that the cap be changed from two (02) Contracts / Collection Areas to three (03) Contracts / Collection Areas for those High Performing Collections Contractors.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This ordinance change will require three readings and a Public Hearing.

Deletions are denoted via ~~striketrough~~ and additions via underline.

Reference to “franchised garbage collectors” is also removed since these services are not procured through the awarding of area franchises.

ATTACHMENTS:

1. Recommended Changes

Sec. 2-612. Same--Purchase negotiations.

(c) (10)(A) A contract for residential solid waste collection may be renewed or renegotiated regardless of any terms therein if the county council determines that renewal to promote continuity of service is in the best interest of the county. However, if the county council shall elect to solicit bids or proposals for service for any solid waste collection area, such procedure shall in all aspects comply with this article as to competitive procurement, with any responsive and responsible vendor being allowed the opportunity to offer a bid or proposal; ~~but in no event shall any contractor, subcontractor, franchised garbage collector, or other vendor be awarded a contract to service more than two (2) collection areas, regardless of whether such contracts be obtained through renewal, renegotiation, subcontracting, competitive purchasing procedures, or any other means. Except as otherwise provided, a contractor, subcontractor, or other vendor may not be awarded a contract to service more than three (3) collection areas regardless of whether such contracts be obtained through renewal, renegotiation, subcontracting, competitive purchasing procedures, or any other means. Only an existing high performing collections contractor classified as such by the County Solid Waste Staff is eligible for a third collection area contract.~~

(B) As used in this subparagraph, the term:

(i) "High performing collections contractor" means an established Residential/Small Business Curbside Collections contractor who currently maintains a Service Report Card score of below 0.30 valid complains for each one hundred households for at least a six-month period.

(ii) "Non-valid complaint" means a service-related complaint received by County staff that was investigated and found to be inaccurate in fact regarding a Curbside Collection Contractor in the performance of the service for which they are engaged. These very often pertain to missed collection complaints where it was determined that roll carts were not placed at curbside in a timely manner.

(iii) "Service Report Card" means a monthly compilation of all service-related complaints received by County staff that were investigated regarding performance by a Curbside Collection Contractor regarding the performance of the service for which they are engaged.

(iv) "Valid complaint" means a service-related complaint received by County staff that was investigated and found to be accurate in fact regarding a Curbside Collection Contractor in the performance of the service for which they are engaged. Correction of the complaint does not negate its occurrence.